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Lincoln Highlands Development Agreement
Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: _____
(State specific law)

Signature [Handwritten Signature] Title County Clerk

Signature _____

Date 9-25-08

Grantees address and mail tax statement:



**LINCOLN HIGHLANDS DEVELOPMENT CORPORATION
DEVELOPMENT AGREEMENT**

Between

THE COUNTY OF LINCOLN

And

**LINCOLN HIGHLANDS DEVELOPMENT CORPORATION
A Nevada Corporation**

For

**LINCOLN HIGHLANDS
Master Planned Community**



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**ORIGINAL DEVELOPMENT AGREEMENT
FOR LINCOLN HIGHLANDS DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 24th day of September, 2008 by and between the County of Lincoln, State of Nevada (herein referred to as the "County"), and Lincoln Highlands Development Corporation, a Nevada corporation (herein referred to as the "Developer"). C & O Holdings, L.L.C., the current owner of the real property described on Exhibit "A" attached hereto and incorporated herein, is a party to this Agreement for the limited purposes stated herein.

SECTION 1
DEFINITIONS

1.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" means with respect to any Person, any other Person (a) directly or indirectly controlling, controlled by, or under common control with that Person, or (b) who is a member, stockholder, director, officer, manager or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "controlling," "controlled by" or "under common control" means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, alternatively means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities or otherwise.

"Agreement" means this Agreement together with all addenda and exhibits incorporated by reference herein, all as now or hereafter amended.

"Applicable Rules" means and refers to the following:

- (a) TOQUOP Township Planned Unit Development Code and Ordinance;
- (b) The Lincoln Highlands Modified Standards as approved by Lincoln County;
- (c) The Concurrent Approvals, if any;
- (d) The TOQUOP General Improvement District Regulations Manual (future document to be approved by County and incorporated herein);
- (e) The TOQUOP Fire District Regulations Manual (future document to be approved by County and incorporated herein);
- (f) The Specific Code, Ordinances, Rules, Regulations and Official Policies of County as adopted and in force on the Effective Date, except as modified by the Concurrent Approvals and this Agreement and as amended from time to time and set forth on Exhibit "F" shall be locked in for the Term of this Agreement, regarding planning; zoning; subdivisions; growth management; gaming enterprise districts; timing and phasing of development; permitted uses of the Subject Property; density; design and improvement standards; and specifications applicable to the Planned Community except as provided in



Lincoln Highlands Modified Standards, and excepting there from any fees or monetary payments prescribed by ordinance or by resolution which are uniformly applied to all development and construction within TOQUOP subject to County's jurisdiction, except as defined in Section 3.06 of this Agreement. Owner agrees to be subject to all such fees and monetary payments prescribed by ordinance or by resolution as adopted or amended throughout the duration of this Agreement, except as defined in Section 3.06 of this Agreement;

- (g) All applicable state and federal laws and regulations; and
- (h) County Master Plan.

“Authorized Transferee” has the meaning given to it in Section 11.01.

“Code” means the TOQUOP Township Planned Unit Development Code and Ordinance and the Lincoln Highlands Modified Standards as approved by County, including all rules, regulations, standards, criteria manuals and other references adopted therein.

“Commercial Building Permit” means an official authorization by the County Building Official to commence construction on any other structure not designated as a Residential Building Permit.

“Conceptual Land Use Plan” means the Lincoln Highlands Land Use Plan attached hereto as Exhibit “B”.

“Conceptual Site Plan” means a preliminary site plan that depicts the building square footage, setbacks and layout for the Public Facility Campus.

“Concurrent Approvals” means any amendment to the County Master Plan, zone changes or other applications submitted for the Planned Community that is consistent with the terms of this Agreement.

“Coordinator” means the person, persons or entities that have been delegated the authority and responsibility to perform actions under this Agreement by County for the Planned Community.

“County” means the County of Lincoln, State of Nevada, together with its successors and assigns.

“County Commission” means the Board of County Commissioners of the County of Lincoln, State of Nevada.

“County Master Plan” means the comprehensive plan adopted by the County Commission and all amendments thereto.

“Dedicated Staff Reimbursement Agreement” is an agreement between County and Developer to hire a Coordinator and other County staff members to support the development of the Planned Community and/or the entire LCCRD. The agreement will outline, including but not limited to, the Coordinator and staff members start dates, compensation, job duties, other related responsibilities and the fair share contributions of the developers within the LCCRD.

“Designated Builder” means a merchant homebuilder, apartment or commercial real estate developer or other owner of real property within the Planned Community.

“Development Agreement Ordinance” means Ordinance No. 2008-07 effective Oct. 29, 2008.

“Developer” means Lincoln Highlands Development Corporation and its authorized assignees.



“Effective Date” means the date on which this Agreement is approved by the County Commission and signed by both parties.

“Emergency Medical Service Vehicle” means a standard vehicle that is used for emergency medical services within Lincoln County.

“Final PUD Plan” means the final development plan for a phase of the Subject Property as required by and in accordance with the Code.

“Financing Parties” means any lender to Developer and agents and representatives of such lenders, and any Affiliates of such Persons, who requires as a condition of making a loan that certain rights of Developer under this Agreement be assigned to such lender as security.

“Fire Engine” means a standard vehicle that is used by the Lincoln County Fire Department to suppress a fire.

“Fire Equipment” means one (1) Emergency Medical Service Vehicle and two (2) Fire Engines.

“Fire Facility” means a public building and appurtenances therein built by a developer and conveyed to County for the purpose of providing fire protection and rescue services within the LCCRD.

“Fire Facility Cap” has the meaning given to it in Section 4.02.

“Flood Control District” means the Lincoln County Flood Control District.

“Flood Control Facility” means any facility or improvement as proposed in any drainage study and as approved by the District or County that must be constructed by Owner, Owner's successors or another entity associated with the Owner for the purposes of controlling flood events to downstream or areas adjacent to a facility or improvement within the Subject Property.

“Flood Control Facility Impact Zone” means any area within a Tentative PUD Plan that is directly impacted by the construction of Flood Control Facilities, required by any drainage study, and approved as a part of any Tentative PUD Plan submittal, and that specifically:

- (a) Is located downstream and at a lower final elevation than that of said Flood Control Facility; or
- (b) Is located upstream from a Flood Control Facility, but below the final elevation of any Flood Control Facility or finalized 100 Year Flood Plain, as provided in a manner consistent with FEMA and County or District standards.

“Land Cost” means the average of two (2) appraisals of the value of real property completed within six (6) months of the date of the transfer of property from Developer to County with full improvements.

“LCCRD” means property sold pursuant to the Lincoln County Conservation, Recreation and Development Act of 2004 within the TOQUOP planning area.

“Lincoln Highlands Modified Standards” or **“Modified Standards”** means the Lincoln Highlands Modified Standards adopted by ordinance, resolution or another legal means acceptable to County.

“Master Drainage Study” means a comprehensive drainage study prepared by County for the LCCRD in a manner reasonably acceptable to the District or County.



“Master Owners' Association” (also the “Association”) means an association of owners' units within a “planned community,” “condominium,” or “cooperative” as such terms are used in NRS Chapter 116.

“Master Planned Unit Development Zoning” means the overlay zone designated as the Planned Unit Development Zoning for the Planned Community approved concurrent with and through the adoption of this Agreement and all conditions thereto.

“Master Traffic Study” means a comprehensive transportation study prepared by County for the LCCRD in a manner reasonably acceptable to the District or County.

“Mesquite” means the City of Mesquite, State of Nevada, together with its successors and assigns.

“NRS” means the Nevada Revised Statutes.

“Owner” means C & O Holdings, L.L.C., a Nevada limited liability company, and to the extent C & O Holdings so designates, its successors and assigns, if any, as owners of the land constituting the Subject Property. To the extent that Lincoln Highlands Development Corporation acquires title to or a leasehold interest in any of the Subject Property, any reference to Owner also refers to Lincoln Highlands Development Corporation with respect to such acquired portion of the Subject Property.

“Parks, Recreational Facilities and Open Space” means park space, facilities and amenities, such as trail systems, trailheads, streetscape areas, golf courses, landscaped medians, wash corridors or other natural or environmental areas of significance that are open and available for private and/or public use. The private parks and open space may only count for up to five percent (5%) of the required Parks, Recreational Facilities and Open Space outlined in this Agreement.

“Person” means any natural person, corporation, limited liability company, partnership, trust, or other entity of whatever nature.

“Public Facility Campus” means the development of a Fire Facility, Sheriff's Facility and Satellite Government Facility as designated on the Land Use Plan within the Planned Community or as otherwise identified by County at another location within the LCCRD.

“Planned Community” means the Subject Property and the proposed development of the Subject Property by Developer described in this Agreement.

“Qualified Transferee” means any Person and any subsidiary, joint venture or other entity managed or controlled by one or more such Persons with experience in the development of master planned communities or commercial real estate development.

“Residential Building Permit” means an official authorization by the County building official to commence construction of a residential dwelling, which may include single-family detached and attached dwellings, condominiums, townhouses, apartments, or other residential type dwellings that may house families on a permanent basis. A timeshare that is converted to a residential use will be subject to a Residential Construction Tax.

“Residential Construction Tax” has the meaning as given to it in NRS 278.4983.

“Residential Dwelling Unit” means a building or portion thereof designed or used exclusively for residential occupancy and within which there is interior access to all habitable rooms.



“Satellite Government Facility” means a public building built by a developer and conveyed to County for the purpose of providing county governmental administrative services within the LCCRD.

“Satellite Government Facility Cap” has the meaning given to it in Section 4.04.

“Sheriff’s Facility” means a public building and appurtenances therein built by a developer and conveyed to County for the purpose of providing police services within the LCCRD.

“Sheriff’s Facility Cap” has the meaning given to it in Section 4.03.

“Streetscape Area” means the street medians and landscaping areas adjacent to the District, County or Association roads within the Planned Community.

“Street Improvements” means public or private facilities that may include but are not limited to fire hydrants; sidewalks; curbs; gutters; pavement; gravel; aggregate base; streetlights; street name signs; traffic signals and signs; pavement markings; any other applicable traffic control devices; survey monuments; and flood control and drainage facilities which are permitted within public rights-of-way as required by District.

“Subject Property” means that certain real property located in the County and more particularly described on Exhibit “A” attached hereto.

“Technical Drainage Study” means a comprehensive drainage study prepared for a Tentative PUD Plan in a manner reasonably acceptable to County or District that addresses specific impacts to the community from flood events, and the need to construct those flood control facilities identified in the technical drainage study, which are necessary for the flood protection of the Planned Community or for mitigation of any downstream flood impacts caused by the development of the Planned Community.

“Temporary Modular Facility” means a temporary modular building and appurtenances for the purpose of, without limitation, providing temporary police services, fire protection and/or rescue services within the LCCRD.

“Tentative PUD Plan” means the tentative development plan for a phase of the Subject Property as required by and in accordance with the Code.

“Term” means the term of this Agreement together with any extension agreed upon pursuant to Section 13.03 hereof.

“TOQUOP Fire District” (also the “Fire District” or collectively the “Districts”) means the general improvement district that could be created pursuant to the ordinance adopted by County for the purpose of providing fire protection and emergency medical services within the LCCRD on lands lying within Lincoln County, Nevada as authorized under NRS.

“TOQUOP General Improvement District” (also the “District” or collectively the “Districts”) means the general improvement district created pursuant to the ordinance adopted by County for the public convenience and necessity of providing certain public services within the LCCRD on lands lying within Lincoln County, Nevada as authorized under NRS Chapter 318.

“Traffic Study” means a study prepared for the Planned Community in a manner reasonably acceptable to the District or County that addresses specific impacts to the major street segments and major intersections, the local street network and intersections related to that individual village development,



non-vehicular village transportation improvements such as pedestrian and bike routes and bus stops, impacts outside of the village and the need to construct access roads, or to increase the capacity of existing access roads to the village, or to any of its individual developments.

SECTION 2
RECITAL OF PREMISES, PURPOSE AND INTENT

2.01 Recitals.

This Agreement is predicated upon the following facts and findings:

(a) **Statutory Authorization.** County is authorized, pursuant to NRS Chapters 278.0201 through 278.0207 and 278.02591 through 278.02598, inclusive, and by Lincoln County Code Section 13-1-1 and 14-3-10 through 14-3-11, to enter into binding development agreements with persons having a legal or equitable interest in real property, including, without limitation, real property that will be developed as a planned unit development under the provisions of NRS Chapter 278A to establish long range plans for the development of such property.

(b) **Ownership Interest.** Owner represents that it has fee title ownership to that portion of the Subject Property described in Exhibit "A". Developer represents that it has the right to acquire fee title and/or a leasehold interest in the Subject Property and thereby has the requisite legal and equitable interest in real property.

(c) **County Authorization, Hearing and Ordinance.** All preliminary processing with regard to the Planned Community has been duly completed in conformance with all applicable laws, rules and regulations including, without limitation, the subsequent adoption of the Lincoln Highlands Modified Standards. County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by County. At the described meeting, County Commission found that this Agreement is consistent with County's plans, policies and regulations, that the Agreement meets the requirements of the Code, and that execution hereof by and on behalf of County is in the public interest and is lawful in all respects. On September 15, 2008, the County Commission adopted Ordinance No. 2008-07 approving this Agreement and authorizing the execution hereof by duly constituted officers of County. Said Ordinance took effect on _____ County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.0207.

(d) **County Intent.** County has determined that the long term development of the Subject Property, for the Term identified in section 13.03 of this Agreement, is appropriate to address in a development agreement and County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses, and urban infrastructure to promote the health, safety and general welfare of County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Planned Community and surrounding areas, to insure attainment of the maximum efficient utilization of resources within County at the least economic cost to its citizens and otherwise achieve goals and purposes for which the State statute and County ordinance authorizing development agreements were enacted. County agrees that future development within the boundaries of the property sold pursuant to the LCCRD shall contribute a proportional monetary share towards land, infrastructure and/or facilities dedicated or built by Developer for the benefit of providing County Services pursuant to Section 4.06 of this Agreement. County further agrees to use its best efforts to secure sufficient water resources for development of the LCCRD. County shall support Developer's efforts or opportunities to bring water



resources to the Planned Community. Such efforts shall be coordinated with the Lincoln County Water District.

(e) Developer Intent. In accordance with the legislative intent evidenced by the Nevada State Statute authorizing development agreements and the intent of County in adopting an ordinance allowing development agreements, Developer wishes to obtain reasonable assurances that Developer may develop the Planned Community in accordance with the Applicable Rules subject to the conditions established in this Agreement. Developer acknowledges that there are insufficient public services, which include facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property, Developer is willing to enter into this Development Agreement in order to pay Developer's share of the costs to provide certain public services, facilities and infrastructure in the area of this Planned Community and to provide for a Coordinator and additional staff as outlined in Section 13.02. Developer further acknowledges that this Agreement was made a part of County Record at the time of its approval by County Commission and that Developer agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the subsequent County adoption of the Lincoln Highlands Modified Standards.

(f) Owner Intent. It is the intent of Owner to own the Subject Property as an investment and for long term appreciation and eventual disposition, subject to the rights of Developer and the restrictions and limitations imposed by this Agreement.

(g) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability or insufficiency of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. In such an event, and as determined by Developer in its reasonable discretion, Developer and County would be relieved of its obligations as set forth in this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing County of any obligation hereunder or depriving Developer or Owner of any right under this Agreement, which can be reasonably performed. County and Developer agree that the Subject Property cannot be developed unless there is sufficient power, water and sewer services as determined by Developer in its reasonable discretion.

(h) Provision of Water and Sewer Service. Developer clearly understands and agrees that, among other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities. This Agreement does not guarantee the provision of water and sewer services. County does not guarantee the provision of water and sewer services. However, at Developer's written request, County shall cooperate in the formation of a General Improvement District pursuant to NRS 318, so long as there is no net financial burden on County during the formation, and understands the provisions of NRS 318 regarding the formation of a General Improvement District.

2.02 Incorporation of Recitals.

The foregoing recitals shall be deemed true and correct in all respects with regard to this Agreement and shall serve as the basis for the interpretation of this Agreement.

2.03 Permitted Uses, Density, Height, and Size of Structures.

Pursuant to NRS Chapter 278.0201, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land.



County agrees the Planned Community may be developed pursuant to NRS 278A to the density and with the land uses set forth in the Code and this Agreement.

SECTION 3

DEVELOPMENT OF THE PLANNED COMMUNITY

3.01 Time for Construction and Completion of the Planned Community.

Subject to the terms of this Agreement and the Applicable Rules, Developer shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Planned Community for the Term of this Agreement as identified in section 13.03. Nothing herein shall be construed to require Developer or the Owner to develop the Planned Community or any part thereof.

Notwithstanding any provision to the contrary contained in this Section 3.01, Developer will develop (at no cost to County) and provide a United States postal zip code within a reasonable time frame for a receiving and storage area within the Subject Property for receiving materials for all contractors and major sub-contractors for the project at the earliest practicable time before construction and after approval of the SLCHCP (as defined in Section 3.20 below) and issuance of the Section 10(a)(1)(B) permit by USFWS (as defined in Section 3.20 below). The purpose of the receiving and storage area is to ensure County is credited for the State of Nevada sales tax revenues.

3.02 Planned Unit Development.

The Subject Property will be zoned as a Master Planned Unit Development. The development of the Subject Property will occur in a series of planned unit developments ("PUDs") in accordance with the Applicable Rules.

3.03 Amendments to Development Agreement.

County agrees that Developer and County may submit amendments to this Agreement during the course of development of the Planned Community and during the Term of this Agreement subject to the discretion of the Board of County Commissioners. County agrees that any Amendments to the Agreement shall be limited in scope to address only the subject matter of the amendment. Proposed amendments will be consistent with the terms of this Agreement and the Applicable Rules and will be processed and considered in accordance with the provisions for an amendment to a Development Agreement as prescribed in Ordinance No. 2008-07.

3.04 Reliance on the Lincoln Highlands Modified Standards.

Developer understands that County adopted a TOQUOP PUD code for the LCCRD. The intent of the TOQUOP PUD is to establish development standards and design guidelines for the development of the LCCRD. County recognizes that Developer is proposing to build a unique master planned community that will require deviations from the TOQUOP PUD Chapter 14 to achieve a flexible and sustainable Planned Community. Therefore, County agrees to review and adopt the Lincoln Highlands Modified Standards within sixty (60) days from the Effective Date of this Agreement or within sixty (60) days from submittal of the Modified Standards to County whichever is later unless another date is mutually agreed upon by County and Developer. If the Modified Standards are not adopted within sixty (60) days from the Effective Date of this Agreement, or at a later date agreed upon by County and Developer, this Agreement shall be null and void. The Subject Property may be used and developed during the Term hereof for the purposes and in the manner set forth in the Code and the approved Lincoln Highlands



Modified Standards, and subject to the terms and conditions of this Agreement. The Code, the Lincoln Highlands Modified Standards and this Agreement will set forth broad categories of uses and generally define densities allowed in the Planned Community. County shall approve land use zoning and densities through the Tentative and Final PUD Plan approval process established by the Code and the approved Lincoln Highlands Modified Standards.

3.05 Reliance on Applicable Rules.

County hereby agrees and assures Developer that Developer will be permitted to carry out and complete the entire Planned Community in accordance with the land use zones, uses and densities set forth in the Code and the Lincoln Highlands Modified Standards, subject to the terms and conditions of this Agreement and the approval of Tentative and Final PUD Plan submittals. Without limiting the foregoing, and subject to the conditions and requirements of the Applicable Rules, County agrees pursuant to the Code, the Lincoln Highlands Modified Standards and this Agreement:

(a) The maximum density of residential dwelling units (including single-family and multiple-family dwelling units) that may be developed and constructed within the Planned Community shall be twenty-one thousand two hundred seventy-two (21,272) residential dwelling units (or such lesser number as Developer may elect) during the term of this Agreement. If Developer exceeds seventeen thousand five hundred forty-nine (17,549) residential dwelling units, Developer shall update the Master Drainage Study and Master Traffic Study at its sole cost and construct any improvements due to the additional impacts on the LCCRD.

(b) The Planned Community may, subject to the water conservation conditions set forth in Section 5.04, contain golf courses having up to fifty-four (54) holes of golf and related facilities.

(c) The Planned Community may be developed with the other land uses and facilities described in this Agreement, the Code and the approved Lincoln Highlands Modified Standards;

(d) Pursuant to the Code, the approved Lincoln Highlands Modified Standards and the terms of this Agreement, and upon approval of each Tentative PUD Plan submittal, Developer shall be entitled to develop the respective PUD in accordance with the approved Final PUD Plan submittals for all or a portion of the approved Tentative PUD Plan, the Lincoln Highlands Modified Standards and this Agreement;

(e) In its sole discretion, Developer may develop up to three (3) casinos to include gaming establishments, resorts, hotels and related amenities.

(f) Developer may develop or permit development of aggregate processing operations, and concrete and asphaltic concrete plants within the Subject Property and sell the products of such operations within and outside the Planned Community. In connection with Developer's or any Designated Builder's proposed development of the Subject Property, multiple temporary crushing operations / batch plants may be necessary to process on-site materials. County agrees to grant Developer a temporary permit for any such temporary crushing operations / batch plants established or maintained within the boundaries of the Subject Property, provided that such operations maintain a one thousand (1,000) foot separation from the nearest occupied residence. Designated Builders on the Subject Property shall be entitled to conduct crushing operations / batch plants under Developer's permit, provided that Developer provides prior notice to County of such Designated Builder's intended crushing operations / batch plants. Developer agrees that the crushing operations / batch plants contemplated herein are to meet the needs of the ongoing construction on or related to the Subject Property. Furthermore, Developer acknowledges that it must secure any necessary air quality permits from the appropriate air quality agency. In the event a



Designated Builder's operations are in violation of the conditions set forth herein, County shall have the right to immediately suspend the offending operations (by suspension of a business license or other permit) until cured and shall provide written notice to Developer of such violation. County agrees not to suspend Developer's permit solely on the grounds of a Designated Builder violation. Developer shall cooperate, join with and/or assist County to resolve any dispute with a Designated Builder.

(g) Developer and County agree that the terrain within the Planned Community is made up of a number of washes and hills that will require an analysis of the terrain prior to any development. Developer and County agree that for all areas outside a drainage area required to be left natural or a sensitive hillside/ridgeline one hundred percent (100%) site disturbance may occur in conjunction with development phasing and that grading within such areas designated as sensitive hillside/ridgelines is prohibited. A sensitive hillside/ridgeline is defined as an area with a slope of 35% or greater extending for a distance greater than 70 feet vertically and 500 feet horizontally or containing more than five (5) acres. Developer shall coordinate with County on the designation of the sensitive hillside/ridgelines and on any appropriate set backs from those hillside/ridgeline areas as recommended in the geotechnical study. Such designations shall be counted as Open Space and clearly delineated on the Tentative PUD Plan.

(h) Developer shall reserve up to twenty-five percent (25%) percent of the Planned Community for public and private Parks, Recreational Facilities and Open Space as defined in this Agreement as well as trails, recreation, public facilities, and parks. The private parks and open space may only count for up to five percent (5%) of the required Parks, Recreational Facilities and Open Space.

3.06 Modification of Applicable Rules.

Subject to the provisions of Section 12.01 below, County and Developer acknowledge and agree that the approved Lincoln Highlands Modified Standards, and the Concurrent Approvals are peculiar to the Planned Community and may not be amended, modified or changed without the express written consent of Developer, except as otherwise expressly provided in this Agreement. The approved sections of the Lincoln Highlands Modified Standards (excepting therefrom any fees or monetary payments prescribed in the Lincoln Highlands Modified Standards that apply uniformly to all development and construction subject to County's jurisdiction within the Subject Property and the LCCRD), shall apply to the development of the Planned Community. Pursuant to NRS 278.0201, County may adopt new ordinances, resolutions or regulations that are applicable to the Planned Community if they do not conflict with those in effect on the Effective Date of this Agreement.

(a) County agrees that any changes to the TOQUOP PUD or other County Codes applicable to the Subject Property which are more restrictive than those adopted in the Lincoln Highlands Modified Standards or other County Codes upon the Effective Date of this Agreement will not apply to the Planned Community, unless accepted through the express written consent of Developer or required pursuant to federal law or as part of a building safety code.

(b) Notwithstanding the foregoing, should County adopt amended or new codes, ordinances, rules, regulations or policies that conflict with the Applicable Rules, Developer shall have the option, in its sole discretion, subject to the limitations included in the Code and the Lincoln Highlands Modified Standards, of accepting such new or amended matters by giving County written notice of such acceptance and applicability to the Planned Community.



3.07 Lincoln Highlands Modified Standards.

Developer will propose standards that will be incorporated into the Lincoln Highlands Modified Standards and that must be approved by County within sixty (60) days of the Effective Date of this Agreement or within sixty (60) days from submittal of the Modified Standards to County whichever is later unless another date mutually agreed upon by County and Developer in writing. If the Modified Standards are not adopted by County within sixty (60) days of the Effective Date of this Agreement, the Agreement shall be null and void. County agrees to adopt the Lincoln Highlands Modified Standards, as amended from time to time, as the governing standards for the Planned Community in conjunction with the Code promptly after County's approval of the Lincoln Highlands Modified Standards.

3.08 Modifications to Lincoln Highlands Modified Standards.

(a) **Minor Modifications.** Developer may request minor modifications to or deviations from the Lincoln Highlands Modified Standards. County agrees the Planning Director or his/her designee will make a decision on the minor modification within ten (10) days from the date of the written request. A minor modification ("Minor Modification") is a modification that accomplishes one or more of the following:

- (1) An adjustment of ten percent (10%) or less, that includes, but is not limited to, a lot setback or similar dimensional requirement, lot(s) size(s), yard area(s), landscape area(s), building height(s) or lot coverage (individual lots);
- (2) The addition of housing types that are comparable in design, density or intensity to those permitted under the Lincoln Highlands Modified Standards;
- (3) The addition of standards, architectural styles, influences, or detail elements to the Lincoln Highlands Modified Standards;
- (4) Any other change or modification planned which County determines will not have a material negative impact on the Planned Community; and
- (5) Any adjustments to the Land Use Plan attached as Exhibit "B" which will not have an adverse impact to the Planned Community.

(b) **Major Modifications.** Any application for a modification that does not qualify as a Minor Modification, or any Minor Modification not granted by County, is subject to review and approval by the Planning Commission and/or Board of County Commission as a major modification ("Major Modification").

3.09 The Processing of Applications.

(a) County acknowledges Developer's desire to have timely reviews of its studies, maps, plans, applications for permits and other authorizations for development of and within the Planned Community (collectively, the "Applications"). Developer shall be entitled to timely reviews and agrees to pay County's reasonable fees to cover the cost of such service.

(b) Developer agrees to provide County with a Master Schedule (as defined herein) setting forth Developer's expected dates of submission for its Applications for the Planned Community. The Master Schedule shall be completed for all anticipated Applications, and may be used by County to plan and adjust its staffing capacity accordingly. Developer shall provide County with periodic, but not less



than quarterly, updates of the Master Schedule providing additional Applications, changed submission dates, and reflecting Applications already submitted to County, throughout the development of the Planned Community.

(c) County and Developer agree that the schedule ("Master Schedule") set forth below is a reasonable estimate of time for County to process Applications that are complete and in full compliance with County's submittal requirements, and shall constitute the targeted time for County to review Applications of the type listed. If County may not meet the Master Schedule, County shall notify Developer within five (5) business days of the submittal and County and Developer shall agree upon an alternative schedule. The Master Schedule is expressed in Business Days (bd) from the date of submittal:

Category		1 st Review	Subsequent Reviews	Mylar / Map Signatures
1.	Hydrology Studies	20 bd	10 bd	N/A
2.	Traffic Studies	20 bd	10 bd	N/A
3.	Civil Improvement Plans	25 bd	10 bd	8 bd
4.	Final Maps	15 bd	5 bd	6 bd
5.	Parcel Maps	10 bd	5 bd	6 bd
6.	Boundary Line Adjustments	10 bd	5 bd	6 bd
7.	Reversionary Maps	10 bd	5 bd	6 bd
8.	Single Family – Standard Plans	15 bd	10 bd	
9.	Single Family – Custom	20 bd	10 bd	
10.	Apartments	25 bd	10 bd	
11.	Condo	25 bd	10 bd	
12.	New Commercial (< 200K sf)	30 bd	10 bd	
13.	Assembly – Restaurants	20 bd	10 bd	
14.	Commercial Shell Building	20 bd	10 bd	
15.	Tenant Improvement	15 bd	5 bd	
16.	Fire sprinkler system	20 bd	5 bd	
17.	Fire alarm systems	20 bd	5 bd	

(d) County reserves the right to extend the Master Schedule for unusually large or complex applications (i.e., pump stations, reservoirs, flood control facilities, etc.) subject to written or electronic (e-mail) notification of Developer within five (5) Business Days of the submittal and the provision of a target date for the completion of the review. Applications not listed in the Master Schedule shall be reviewed within a reasonable time frame as is agreed upon between the parties.

(e) Developer acknowledges that submission of Applications in other than the proper sequence, incomplete, or not in compliance with County submittal requirements may delay the consideration of many related applications. Developer further acknowledges that submittals made to County that are incomplete and not in full compliance with County's submittal requirements may also delay the consideration of related Applications. For backbone infrastructure, or for other processing as determined necessary by the parties, the parties will determine the proper sequence of submittals (as agreed upon, the "Alternative Schedule"). County agrees to the review of Applications in accordance with the Master Schedule or the Alternative Schedule only if the Applications are submitted in the proper sequence. Proper sequence as used in this Section for submitting Applications: (i) in accordance with the Master Schedule is the order of submission of similar type Applications as required by County as of the Effective Date; and (ii) in accordance with the Alternative Schedule in the order as provided in the Alternative Schedule. Therefore, Developer agrees to submit Applications in the proper sequence in order



to avoid coordination problems with reviews.

(f) County shall advise Developer's application processor (whose name, phone number, address and electronic e-mail address shall be provided to County with each Application), in writing or electronically within five (5) Business Days of a submittal if County is unable to process an Application submitted in proper sequence. County shall advise Developer's application processor of the Business Day when County reasonably believes it will complete processing of the Application.

(g) County shall assign one full time staff member to act as a central point of contact ("Coordinator") for all coordination and communication issues between County and Developer as to Applications. The Coordinator will be responsible for facilitating communications and providing Developer with periodic updates regarding the Master Schedule and issues that need to be resolved for the Planned Community to stay on the Master Schedule. Developer agrees to fund the Coordinator to act as a central point of contact for all coordination and communication issues between the County and Developer. Funding for the Coordinator will begin upon approval of the Modified Standards and the employment of the Coordinator and continue for the length of this agreement or a mutually agreed upon termination date between Developer and County. Coordinator's compensation shall be consistent with other positions in Lincoln County having similar responsibilities. County agrees to require future developers within the LCCRD to share the costs of this position upon approval of a development agreement within the LCCRD. If a developer with an approved development agreement within the LCCRD fails to make its pro rata share contribution, Developer will not be obligated to pay more than its pro rata share contribution. The full time Coordinator position will be jointly shared by other developers with equal cost sharing between the developers until any developers' submitted work requires full time coordination, which determination will be at the County's reasonable discretion. At that point, any additional developer will be required to fund an additional full time Coordinator position.

(h) Developer will be permitted to commence rough grading of the Subject Property earlier than would otherwise be required under the Applicable Rules upon approval of a tentative map together with submittal and approval of a drainage study addressing the "interim" rough grading conditions, rough grading improvement plans, payment of all applicable fees, and posting of a bond for an amount per acre of land being disturbed for reclamation that is mutually agreed upon by County and Developer in the event the development does not proceed in a timely manner.

(i) Developer will be permitted to submit Applications for building permits for model homes as outlined in the approved Lincoln Highlands Modified Standards.

(j) Developer and County acknowledge that certain Bureau of Land Management ("BLM") permit applications for development of project infrastructure improvements may be required during the development phases of the Planned Community. Further, Developer and County understand that such applications must be received by the BLM from County. Upon submittal of any BLM permit applications and fees to County by Developer, County will process and forward them to the BLM within thirty (30) calendar days of receipt. County agrees to process and sign said applications upon acceptance by County of such plans as BLM requires or customarily requires for permits of the nature sought. County shall not be liable for delays caused by BLM.

3.10 Inclusion of Additional Lands.

County specifically acknowledges that Developer may become the fee title owner or hold interest in lands other than those described in Exhibit A to this Agreement. County will consider supplemental development agreements ("Supplemental Development Agreement") in accordance with the provisions of this Agreement, if necessary. Supplemental Development Agreements will only be valid if approved and



executed by both parties and processed and considered in accordance with NRS. The parties hereto agree to create a Supplemental Development Agreement addressing the additional lands provided:

- (a) Developer obtains the necessary County approvals; and
- (b) The Supplemental Development Agreement conforms as nearly as practical to the terms and provisions of this Agreement including but not limited to requiring Developer to provide additional park facilities and dedicate additional school sites, if necessary, based on the formulas established in this Agreement.

3.11 Design and Use Compatibility Adjacent to Planned Community.

County may adopt or amend zoning and development standards for property developed within the LCCRD consistent with Nevada law. However, County agrees it will not permit the development of property within the LCCRD except on terms substantially consistent with those set forth in this Agreement. In the event County permits development that is not substantially consistent with this Agreement, Developer shall have the right, in addition to any other remedy Developer may have hereunder, to amend this Agreement accordingly. County further agrees that any such amendment shall not be unreasonably withheld.

3.12 Casinos within the Planned Community.

County recognizes that non-restricted gaming establishments have been appropriately included and developed in other master-planned communities throughout Southern Nevada and further believes that the Planned Community is an optimal location for such establishments. County agrees to support Developer's effort to obtain all necessary approvals for any non-restricted gaming establishments proposed by Developer within the Planned Community in accordance with NRS so long as the proposed non-restrictive gaming establishment complies with the approved Lincoln Highland's master plan for the Planned Community and the approved Lincoln Highlands Modified Standards. Any proposed non-restricted gaming establishments within the Planned Community may exceed thirty-five (35) feet in height with County approval and shall not be subject to County's dark sky standards.

3.13 County Processing of Tentative and Final PUD Plan Submittals.

In order to facilitate the review and consideration process, the Coordinator will oversee the process of all Tentative and Final PUD Plan submittals; technical plans and studies; off-site permits, and perform the zoning plan check process of building permits in a prompt, efficient and diligent manner. The process will be funded through fees that Developer and Designated Builders of the Planned Community are required to pay, as said fees may be reasonably amended, from time to time, by action of the County Commission, in accordance with the Lincoln Highlands Modified Standards. This review will be available for all developments within the Planned Community.

3.14 Digital Map Data.

Developer will prepare and submit to County, a digital data disk, in the format prescribed by County, for all tentative and final subdivision maps of land within the Subject Property prior to the time the final map is released by County for recordation. Developer shall, by contract, require that any purchaser of the land who intends to further subdivide also provide such digital data disk for any final subdivision map prior to the time the final map is released by County for recordation. County shall provide a database of this information that is accessible to Developer in the form of a GIS tool.



3.15 Special Improvement Districts.

At Developer's request, County and Developer shall cooperate in the formation of a Special Improvement District ("SID" or "SIDs") pursuant to NRS Chapter 271 to pay for the construction and/or acquisition of public infrastructure facilities required as part of the Lincoln Highlands Modified Standards and this Agreement, and such financing plan is more particularly described in the SID Financing Plan incorporated in this Agreement as Exhibit "E". County also agrees that, to the extent that any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, Developer may be reimbursed to the extent that Developer spends funds or dedicates land for the establishment of public facilities which are not otherwise required pursuant to this Agreement. County agrees to continue assisting Developer in the creation of SIDs following the creation of a General Improvement District if requested by Developer. Additionally, County shall support Developer's application for public financing for off-site improvements located within the LCCRD.

3.16 Tax Increment Areas.

County understands Developer may consider the creation of one or more Tax Increment Area(s) in accordance with NRS Chapter 278C to finance those undertakings for the Planned Community as allowed by law. Any such Tax Increment Area must be approved by County.

3.17 General Improvement Districts.

County hereby acknowledges that Developer may consider the creation of one or more General Improvement District(s) (collectively "GIDs") under NRS Chapter 318 to provide certain improvements and long-term maintenance and operations. County will consider the formation of a General Improvement District pursuant to NRS 318.

3.18 Failure to Form General Improvement District.

Chapter 318.055 of NRS does not allow for the formation of a General Improvement District if the proposed district includes any real property within 7 miles from the boundary of an incorporated city or unincorporated town unless all the requirements of NRS 318 are met. County understands Developer may consider the creation of one or more GIDs. County will reasonably consider the formation of the GIDs pursuant to NRS 318.

3.19 Attainable Housing.

County and Developer desire to encourage a wide range of housing opportunities within the Planned Community. Provision for a full range of housing opportunities is possible with careful planning. Any available incentive programs such as density bonuses, reduced impact fees and other measures should be used to provide a variety of attainable housing opportunities, including attached and detached, single family and multi-family, for-sale and for-rent units. Attainable housing should be designed appropriately and situated within the Planned Community in such a way as to provide a complete, diverse and balanced community and to avoid a concentration of attainable housing in any one area.

3.20 The Southeastern Lincoln County Habitat Conservation Plan (SLCHCP).

Developer acknowledges that County is in the process of developing a Habitat Conservation Plan ("HCP") and Environmental Impact Statement for the Subject Property. The purpose of the HCP is the subsequent issuance of a Section 10(a)(1)(B) permit for the Planned Community under the Endangered Species Act. The existence of an HCP, under Section 10(a) of the Endangered Species Act, allows for the



issuance by the United States Fish and Wildlife Service (USFWS) of permits (known as Section 10(a) permits). This permit will allow the “incidental take” of threatened or endangered species on non-federal properties within the Subject Property. Developer acknowledges that SLCHCP shall specifically cover all of Developer’s landholdings in the LCCRD and County acknowledges that any requirements set forth by Federal Agencies as described in the SLCHCP shall supersede coverage under any existing County HCP once Section 10(a) permits are issued. Upon issuance of the Section 10(a) permits, any necessary Developer compliance with requirements of the SLCHCP will supersede County Code requirement for fee payment under and in compliance with the requirements of any County HCP. Developer will conform to any regulation that is required for land disturbance within the Subject Property. Developer understands that a requirement of the HCP will be the creation of a GID for long term funding for the HCP.

3.21 Dust Mitigation.

Developer agrees to use its reasonable efforts to educate builders and contractors within the Planned Community on the applicable rules of the Nevada Division of Environmental Protection Bureau of Air Quality (BAQ) with respect to dust mitigation and to encourage compliance therewith.

3.22 Temporary Stormwater Construction Permit.

Developer agrees to use its reasonable efforts to educate builders and contractors within the Planned Community on the requirements for a Temporary Stormwater Construction Permit issued by the Nevada Division of Environmental Protection (NDEP).

3.23 Public Utility & Access Easements in Rights-of-Way in Accordance with the Approved Master Transportation and Master Drainage Studies

Developer agrees to provide to County upon written request any necessary public utility and/or access easements within the rights-of-ways approved within the Planned Community at no cost to County to ensure the orderly development of the TOQUOP Planning Area. The requested easements shall be located within rights-of-way designated in the approved Master Transportation and Master Drainage Studies, as well as the approved arterial and utility corridors on the Planned Community’s PUD Concept Plan, and any subsequent maps approved by County, all of which may be amended from time to time. The easements may be deemed necessary by County, provided the same is required of all developers within the TOQUOP Planning Area, for any regional utility needs including, but not limited to, power, telephone, water, sewer, cable and natural gas. County agrees to request the easements on an as needed basis. County or its assignees is responsible to repair and maintain all public utility and /or access easements within the right-of-ways and will indemnify Developer for any liability caused by County or its assignee.

SECTION 4

PUBLIC FACILITIES

4.01 Temporary Modular Facility.

County agrees that an interlocal agreement(s) between County and Mesquite for fire and sheriff services is within the best interest of the LCCRD. County agrees Developer shall be a part of the discussions between County and Mesquite relating to the terms of the interlocal agreement(s) for fire and sheriff services. Developer understands it shall be responsible to County for all costs of fire and sheriff services provided within the Planned Community. Within six (6) months after the issuance of the first grading permit or upon County’s reasonable request, Developer shall provide a fully functional construction trailer including air conditioning within the Planned Community for County’s sole temporary use and



benefit. The construction trailer shall revert back to Developer upon completion of the Temporary Modular Facility or the completion of the permanent Sheriff and Fire Facilities referenced herein.

(a) Interlocal Agreement Not Executed Between County and Mesquite. If an interlocal agreement for fire and/or sheriff services is not executed by County and Mesquite by the issuance of the first earth moving permit within the Planned Community, Developer and County agree that Developer will provide a Temporary Modular Facility for fire and sheriff services within the Planned Community. County and Developer shall mutually agree to the location of the Temporary Modular Facility within the Planned Community. The purpose of the Temporary Modular Facility is to house both the fire (including emergency medical service) and sheriff's departments until the completion and dedication of the permanent Fire and Sheriff Facilities. The Temporary Modular Facility will be provided by Developer within six (6) months of the issuance of the first earth moving permit. Prior to the issuance of the first earth moving permit, Developer shall coordinate with County to provide temporary fire and emergency medical services. Thereafter, Developer shall provide one (1) Emergency Medical Service Vehicle and one (1) Fire Engine within one (1) year of the issuance of the first earth moving permit. Developer will provide utility hook ups for the Temporary Modular Facility. County agrees to pay for the ongoing utilities service including without limitation the necessary power, water and sewer supply charges for the Temporary Modular Facility. The Temporary Modular Facility shall be a maximum of three thousand six hundred (3,600) square feet in size. Upon completion and dedication of the permanent Fire and Sheriff Facilities, the Temporary Modular Facility shall revert back to Developer. County agrees to operate and maintain the Temporary Modular Facility as outlined in a separate agreement between County and Developer to address the fire and/or sheriff services needed. Developer understands it is responsible to County for the costs of such services provided within the Planned Community. In the event the Temporary Modular Facility, Emergency Medical Service Vehicle and/or the Fire Engine is utilized for service outside the Planned Community, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance with Section 4.05 or enter into a separate written agreement between County and Developer.

(b) Interlocal Agreement for Emergency Medical Services Terminated. If the portion of the fire services interlocal agreement for emergency response services is terminated, Developer and County agree that Developer will provide a Temporary Modular Facility for emergency medical services within the Planned Community within six (6) months of County's written notification to Developer of the interlocal agreement termination. Upon Developer's receipt of such notification from County, Developer shall coordinate with County to provide temporary emergency response services, for example, by hiring a temporary service provider, by leasing used equipment or by County and Developer agreeing to an alternative solution. Thereafter, Developer shall continue to provide such temporary emergency response services as agreed upon by County and Developer or provide one (1) Emergency Medical Service Vehicle and train its private security personnel, with the assistance of County, to act as an emergency medical service team within one (1) year of the written notification by County to Developer of the termination of that portion of the interlocal agreement. County and Developer shall mutually agree to the location of the Temporary Modular Facility within the Planned Community. Developer will provide utility hook ups for the Temporary Modular Facility. County agrees to pay for the ongoing utilities service including without limitation the necessary power, water and sewer supply charges for the Temporary Modular Facility. The Temporary Modular Facility shall be a maximum of three thousand six hundred (3,600) square feet in size. Upon completion and dedication of the permanent Fire and Sheriff Facilities, the Temporary Modular Facility shall revert back to Developer. In the event the Temporary Modular Facility and/or the Emergency Medical Service Vehicle is utilized for service outside the Planned Community, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance with Section 4.05 or enter into a separate written agreement between County and Developer.



(c) Interlocal Agreement for Fire Services Terminated. If the interlocal agreement for fire services is terminated completely, Developer and County agree that Developer will provide a Temporary Modular Facility for fire services within the Planned Community within six (6) months of County's written notification to Developer of the interlocal agreement termination. Upon Developer's receipt of such notification from County, Developer shall coordinate with County to provide temporary fire services, for example, by hiring a temporary service provider, by leasing used equipment or by County and Developer agreeing to an alternative solution. Thereafter, Developer shall continue to provide such temporary fire services as agreed upon by County and Developer or provide one (1) Emergency Medical Service Vehicle and one (1) Fire Engine within one (1) year of the written notification by County to Developer of the termination of that portion of the interlocal agreement. County and Developer shall mutually agree to the location of the Temporary Modular Facility within the Planned Community. Developer will provide utility hook ups for the Temporary Modular Facility. County agrees to pay for the ongoing utilities service including without limitation the necessary power, water and sewer supply charges for the Temporary Modular Facility. The Temporary Modular Facility shall be a maximum of three thousand six hundred (3,600) square feet in size. Upon written notification of the termination of the interlocal agreement by County to Developer, Developer agrees to pay County the time and material service charges for the Planned Community. County agrees to operate and maintain the Temporary Modular Facility and agrees to enter into a separate agreement with Developer to address the fire services needed within six (6) months of the written notification of the termination of the interlocal agreement by County to Developer. Developer understands it is responsible to County for the costs of such services provided within the Planned Community. Upon completion and dedication of the permanent Fire and Sheriff Facilities, the Temporary Modular Facility shall revert back to Developer. In the event the Temporary Modular Facility, Emergency Medical Service Vehicle and/or the Fire Engine is utilized for service outside the Planned Community, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance with Section 4.05 or enter into a separate written agreement between County and Developer.

(d) Interlocal Agreement for Sheriff Services Terminated. If the interlocal agreement for sheriff services is terminated, Developer and County agree that the Lincoln County Sheriff's Department shall operate and provide staff to service the Planned Community. The Lincoln County Sheriff's Department may utilize the construction trailer provided by Developer for its operations within the Planned Community until a Temporary Modular Facility or permanent Sheriff Facility is constructed. Upon written notification of the termination of the interlocal agreement by County to Developer, Developer agrees to pay County the time and material service charges for the Planned Community. Developer understands it is responsible to County for the costs of such services provided within the Planned Community. County and Developer agree to enter into a separate agreement to address the sheriff services needed in the Planned Community within six (6) months of the written notification of the termination of the interlocal agreement by County to Developer. Upon completion of the Temporary Modular Facility or the permanent Fire and Sheriff Facilities, the construction trailer shall revert back to Developer.

(e) Interlocal Agreement for Fire and Sheriff Services Terminated. If the interlocal agreements for fire and sheriff services are terminated, then Section 4.01 (c-d) shall apply.

4.02 Fire Service.

(a) Fire Facility. County and Developer agree that Developer shall contribute its fair share contribution for one (1) Fire Facility located on the Public Facility Campus as identified on the Land Use Plan attached as Exhibit "B" and as identified on the Conceptual Site Plan for the Public Facility Campus attached as Exhibit "C" or as identified by County at another location within the LCCRD to be used for fire and rescue services within the LCCRD. County and Developer agree the preferred location for the



Public Facility Campus is within the Planned Community as identified on Exhibit "B" and Exhibit "C". Developer's contribution for the Fire Facility shall be paid within sixty (60) days of receipt of a written request by County prior to the issuance of a grading permit for the Fire Facility and upon the issuance of the 3000th building permit within the LCCRD. Developer's pro rata share is subject to Section 4.05(c). The cost to construct the Fire Facility and provide any furniture, fixtures and equipment shall not exceed one million nine hundred seventy thousand dollars (\$1,970,000) ("Fire Facility Cap") as outlined in Section 4.11. The cost of Fire Equipment is not included in the Fire Facility Cap. Any cost that exceeds the Fire Facility Cap shall be the responsibility of County.

(b) Fire Equipment. Developer shall contribute its fair share contribution towards a total of two (2) Fire Engines and one (1) Emergency Medical Service Vehicle in compliance with the Lincoln County Fire Engine and Emergency Medical Service Vehicle Specifications attached hereto as Exhibit "G". Pursuant to section 4.01, Developer agrees to purchase the first Fire Engine and first Emergency Medical Service Vehicle if a Temporary Modular Facility is required. If a Temporary Modular Facility is not required per section 4.01, Developer shall contribute its fair share contribution towards the purchase of two (2) Fire Engines and one (1) Emergency Medical Service Vehicle. Developer shall contribute its fair share contribution towards a second Fire Engine within twelve (12) months after completion of construction and dedication of the Fire Facility or as otherwise agreed upon by County and Developer. Developer understands that additional equipment, such as a ladder truck, may be required in conjunction with future land use application(s).

(c) Fire District. County and Developer agree that County will have to create a District that will provide necessary Fire and Emergency Medical Services within the LCCRD. It is anticipated that this District will be referenced as the Toquop Fire District ("Fire District"). Upon creation of the Fire District, the Developer agrees to enter into an agreement with the Fire District, if required, that will establish a plan for the location of fire and emergency medical services that will meet the needs of the Planned Community. County agrees that the plan for fire and emergency medical services shall not require resources greater than those that would be required of a similar area of development within Clark County, Nevada. County acknowledges that any conflict between the Fire District Plan and this Agreement may require an Amendment to this Agreement to the extent the Fire District Plan imposes additional financial burden on Developer.

4.03 Sheriff Service.

(a) Temporary Sheriff Services. To satisfy the need for adequate sheriff services within the Planned Community, Developer and County agree it is within the best interest of County, Developer and the future residents of the Planned Community for County to enter into an interlocal agreement with Mesquite for temporary sheriff services. County shall enter into said interlocal agreement with Mesquite for temporary sheriff services within the Planned Community prior to the issuance of the first residential certificate of occupancy. County agrees Developer shall be a part of the discussions between County and Mesquite relating to the terms of the interlocal agreement for temporary sheriff services. Developer shall be responsible to County for all reasonable costs of sheriff services within the Planned Community. The sheriff services costs will be outlined in the interlocal agreement and will include any other reasonably related costs incurred by County. If County fails to enter into an interlocal agreement with Mesquite or if said interlocal agreement is terminated, Section 4.01(a) and (d) shall apply to ensure County will provide sheriff services within the Planned Community.

(b) Sheriff's Facility. County and Developer agree that Developer shall contribute its fair share contribution for a Sheriff's Facility on the Public Facility Campus as identified on the Land Use Plan attached as Exhibit "B" and as identified on the Conceptual Site Plan for the Public Facility Campus attached as Exhibit "C" or as identified by County at another location within the LCCRD to be used by



the Sheriff's department within the LCCRD. County and Developer agree the preferred location for the Public Facility Campus is within the Planned Community as identified on Exhibit "B" and Exhibit "C". Developer's contribution for the Sheriff's Facility shall be paid within sixty (60) days of receipt of a written request by County prior to the issuance of a grading permit for the Sheriff's Facility and upon the issuance of the 3000th building permit within the LCCRD. Developer's pro rata share is subject to Section 4.05(c). The costs to construct the Sheriff's Facility and provide any furniture, fixtures and equipment shall not exceed two million one hundred thousand dollars (\$2,100,000) ("Sheriff's Facility Cap") as outlined in Section 4.11. Any cost that exceeds the Sheriff's Facility Cap shall be the responsibility of County.

(c) Radio Communication Improvement. Developer realizes that reliable radio communications for Sheriff's personnel or other emergency services is necessary and important for public safety. Upon issuance of the first earthmoving permit, Developer agrees to pay its fair share contribution as outlined in Section 4.05(c) of forty six thousand dollars (\$46,000) for the installation of a repeater and microwave relay equipment and for the generator hook-up fee. Developer agrees to contribute its fair share contribution towards funding mutually agreed upon by County and Developer to facilitate the leasing of a radio communication's tower and/or the construction of a radio communication's tower. Developer and County shall cooperate on the location and construction of the radio communication's tower.

4.04 Satellite Government Facility.

County and Developer agree that Developer shall contribute its fair share for a Satellite Government Facility on the Public Facility Campus as identified on the Land Use Plan attached as Exhibit "B" and as identified on the Conceptual Site Plan or as identified by County at another location within the LCCRD for the Public Facility Campus attached as Exhibit "C" for the use of governmental administrative services within the LCCRD. County and Developer agree the preferred location for the Public Facility Campus is within the Planned Community as identified on Exhibit "B" and Exhibit "C". Developer's contribution for the Satellite Government Facility shall be paid within sixty (60) days of receipt of a written request by County prior to the issuance of a grading permit for the Satellite Government Facility and upon the issuance of the 3000th building permit within the LCCRD. Developer's pro rata share is subject to Section 4.05(c). The cost to construct the Satellite Government Facility and provide any furniture, fixtures and equipment shall not exceed one million three hundred thousand dollars (\$1,300,000) ("Satellite Government Facility Cap") as outlined in Section 4.11. Any cost that exceeds the Satellite Government Facility Cap shall be the responsibility of County.

4.05 Reimbursement Agreement.

(a) Reimbursement Intent. The LCCRD is divided into several parcels as set forth in Exhibit "D". County and the property owners within the LCCRD intend to develop the LCCRD into several master planned communities. Developer understands that another developer within the LCCRD has agreed in writing to pay for and construct the permanent facilities within the LCCRD. Developer shall contribute its fair share contribution for the public facilities within the LCCRD, including but not limited to the costs for the Temporary Modular Facility, Land Costs, costs associated with the dedication of land, design and construction of the Public Facility Campus intended to service the entire LCCRD, the costs for two (2) Fire Engines, the costs for one (1) Emergency Medical Service Vehicle, the cost for radio communication and all other costs outlined in this Section 4. Developer understands it is within the best interest of Developer, County and the entire LCCRD to construct the public facilities within the LCCRD if the other developer fails to do so. Therefore, if the other developer obligated to pay for and construct



the public facilities fails to construct the public facilities and 1) the County deems that other developer is in default of its development agreement and 2) that other developer is obligated to pay its pro rata share reimbursement for the public facilities, then Developer agrees to amend this Agreement or enter into a separate agreement to provide for the construction of the public facilities. To ensure all property owners contribute their pro rata share for these public facilities, County agrees to require all property owners within the LCCRD to comply with the provisions outlined in 4.05 (d).

(b) Timing of Reimbursement. County agrees to require all developers and/or property owners within the LCCRD to enter into a development agreement and reimbursement agreement with County to pay for their pro rata share of the construction and operation of the Public Facilities within the LCCRD. Each Developer and/or property owner shall be responsible for their full respective pro rata shares outlined below within sixty (60) days of written notice from County requesting payment. If a developer fails to pay for their pro rata share, the developer shall be prohibited from development pursuant to Section 4.05(d).

(c) Pro Rata Share. There is a total of thirteen thousand four hundred fifty and one half (13,450.50) developable acres of property within the LCCRD. Each Developer and/or property owner within the LCCRD shall be responsible for the payment of the property percentages outlined below. These percentages shall not be amended and full payment is required prior to development as outlined in this Section 4. If a parcel is subdivided and a development agreement is approved on that subdivided parcel, the full original percentage outlined below must be paid in accordance with this Section.

PARCEL	ARCEAGE	PERCENTAGES
A	4,357.63	32.40%
B	2,009.57	14.94%
C	112.47	.84%
E	1,254.56	9.33%
F	666.27	4.95%
G	1,040.00	7.73%
H	960.00	7.14%
I	1,760.00	13.08%
J	1,290.00	9.59%

(d) Development of Other Property within the LCCRD. County shall adopt an ordinance or other mechanism consistent with Nevada law and this Agreement that requires the payment by each property owner of its pro rata share as outlined in this Section for the public facilities and infrastructure within the LCCRD. This mechanism will be in place, or in the process of enactment, within six (6) months of the Effective Date of this Agreement. The intent of the ordinance or other mechanism is to require all property owners within the LCCRD to enter into a development agreement, to be legally obligated to pay their pro rata share prior to development of any of their property located within the LCCRD and upon request by County.

4.06 Design and Construction of Public Facilities.

County acknowledges that Developer will create and establish uniform design guidelines, including but not limited to the Modified Standards, for all construction and development within the Planned Community. County agrees to comply with the design guidelines for the construction of any County facility within the Planned Community.



4.07 Restricted Uses on Public Facility Campus.

Any property within the Planned Community that is transferred to County is subject to a restriction prohibiting that property from being used for any private commercial or residential use and shall be used solely for governmental office and administrative purposes. County and Developer agree that cell towers, bus storage yards, or other similarly noisy or unsightly uses are generally not compatible in a residential or commercial zone. These uses should be limited to industrial zones.

4.08 Trash Transfer Site.

Developer acknowledges that a permanent trash transfer site will be located within the LCCRD through negotiations with all developers. County and Developer agree a trash transfer site is only appropriate in an industrial zone. County shall use its best efforts to close and subsequently mitigate the existing land fill currently owned by Mesquite. County shall not support other property within the LCCRD to be used as a trash transfer site. A temporary trash transfer site may be required within each development area until a permanent site is located.

4.09 Ownership and Control.

Public facilities may be constructed and operated by Developer, an Association, or through special assessments or special districts and other political subdivisions of the State subsequently created under state law. Developer may, as determined by Developer in its reasonable discretion, consider funding and construction of public facilities through the following entities in accordance with NRS:

(a) Construction and/or Operations Funded by an Association. Developer may, from time to time, fund construction and operations of public facilities as required under this Section 4 through special assessments to any Association formed under the provisions of NRS Chapter 116.

(b) Construction and/or Operations Funded by General Improvement Districts. County hereby acknowledges that one or more general improvement districts ("District") may be formed under the provisions of NRS Chapter 318. Developer may, from time to time, fund construction and operations of public facilities as required under this Section 4 through special assessments to any District formed under the provisions of NRS Chapter 318.

4.10 Construction Tax/Impact Fee.

In the event that County adopts an ordinance for a construction tax or impact fee to provide for fire, sheriff and/or satellite government facilities, which applies to new construction within the Planned Community, Developer shall be exempt up to Developer's up front contribution for the land and construction of the fire, sheriff and/or satellite government facilities. County and Developer agree the amount of the up front contribution will be determined within six (6) months after Developer's purchase of all equipment outlined in this Section 4 and the completion and dedication of all public facilities in this Section 4.

4.11 Construction of Improvements.

Another developer within the LCCRD has agreed in writing to pay for and construct the permanent facilities within the LCCRD. Developer shall contribute its fair share contribution for the public facilities within the LCCRD. However, Developer may enter into a construction agreement with a contractor for the construction of any and all of the improvements required to be constructed hereunder, including, without limitation, those improvements described in this Section 4. County acknowledges that it neither



desires to, nor has the right to, approve any such construction contract. However, Developer shall cooperate with County to ensure the improvement costs do not exceed the facility caps outlined herein and shall give County final approval on any costs that may exceed the facility caps. Upon County's approval of any improvement required to be constructed by Developer, pursuant to this Section 4, County shall accept such improvement with all faults at the time of conveyance. Upon County's acceptance of any such improvement, Developer shall assign to County all relevant construction warranties related to such improvement. Warranties for all public improvements, excluding, live material improvements, shall have a duration of one (1) year from the date of substantial completion of such improvements and acceptance by Developer. Warranties for all live material improvements shall have a duration no less than ninety (90) days from the date of installation. Developer shall cooperate, join with and/or assist County to resolve any dispute.

4.12 Compliance.

County agrees that Developer's compliance with the provisions of this Section 4 shall satisfy the requirements related to the development of the Planned Community enacted by County now and hereafter to be imposed by County upon Developer for the provision of public facilities within or pertaining to the lands encompassed by the Planned Community.

4.13 Acknowledgement of Uncertainties

County and Developer agree that the Planned Community cannot be developed unless there are sufficient power, water and other necessary services as reasonably determined by Developer. If power, water, and other necessary services are reasonably determined to be unavailable or insufficient by Developer, Developer and County would be relieved of their obligations as set forth in this Section 4 and this Agreement.

SECTION 5

WATER CONSERVATION, REUSE AND SANITATION

5.01 Water Conservation.

Developer agrees to use reasonable efforts to encourage water conservation in the Planned Community. Landscaping within pathways and Streetscape Areas shall use drip type or other potable water conserving irrigation systems. Developer shall impose design criteria on all development within the Planned Community (by use of recorded restrictive covenants or pursuant to contractual obligations binding on purchasers of property) that will encourage water conservation in landscaping treatments by incorporating water conservation concepts and proven water conservation equipment, techniques and plant materials.

5.02 Golf Course Water Rights.

In accordance with the Lincoln Highlands Modified Standards, County acknowledges that water for golf course irrigation may be provided:

- (a) From Developer's water rights or other sources which can be legally used to irrigate the property on which the golf course(s) is developed; or
- (b) By treated effluent generated from within or outside the Planned Community.



5.03 Alternative Water Sources for Irrigation.

Developer agrees, to the maximum extent practical, to design any golf course, park space, pathway and Streetscape Area in such a way as to minimize the use of water for irrigation purposes, especially during the summer months, subject to Developer's existing or pending water rights as outlined in the Lincoln Highlands Modified Standards. County acknowledges that it is necessary to periodically flush the build up of salts in the soil of the golf course with the use of potable water and that all greens, tees and grow-ins may require potable water use. To the maximum extent practical, Developer agrees to use treated effluent for such irrigation purposes, but other sources of water, including, but not limited to, ground water recharge and shallow nuisance ground water, and potable water will also be considered.

5.04 Golf Courses-Water Conservation.

To the maximum extent practical, Developer agrees to use treated effluent to irrigate the golf courses, but other sources of water including but not limited to ground water recharge, surface water runoff, ground water, shallow nuisance ground water and potable water will also be considered. County acknowledges that treated effluent may not be available (or available in sufficient quantities) to serve golf courses within the Planned Community at the time construction of such golf courses commences. If it is determined that treated effluent should be used to irrigate a proposed golf course or courses and treated effluent is not available in sufficient quantities to irrigate same, County shall not take any action to prohibit the construction of such golf course or courses and the use of potable water on an interim basis; provided Developer shall:

- (a) Design and construct the golf course or courses to use treated effluent, and
- (b) Convert any such golf course to the use of treated effluent as soon as reasonably possible following the availability of sufficient quantities of treated effluent on the terms set forth in Section 5.06.

5.05 Future Approvals of Golf Courses Outside the Planned Community.

County acknowledges that Developer will incur substantial costs in complying with the terms of Section 5.04 above and that Developer has agreed to such conditions partially in reliance on County's representation that it does not intend to permit others to construct golf courses that rely solely or primarily on the use of potable water for irrigation purposes. County agrees; therefore, that it will not permit the development of a golf course within the LCCRD except on terms substantially the same as those set forth in Section 5.04. In the event County does permit such other development, Developer shall have the right, in addition to any other remedy Developer may have hereunder, to design and construct future golf courses in the Planned Community with irrigation methods consistent with such other development.

5.06 Use of Treated Effluent and Conversion to Such Use.

Developer agrees to design and construct any golf course, park space, and Streetscape Area to use treated effluent for irrigation uses in accordance with this Section 5.06, if determined appropriate at the time of Tentative PUD Plan approval. In the event the approved tentative PUD plan provides for future use of treated effluent and treated effluent is not available at the time of construction, Developer agrees to design and construct such golf course, park space, Streetscape Area and Pathway in a manner that it may be converted (at Developer's expense) to use treated effluent in the future as soon as reasonably possible following the availability of sufficient quantities of treated effluent. The availability of sufficient treated effluent and the timing of conversion to such use will be reviewed at least annually by the entity providing water service and Developer. Treated effluent may become available from any of the sources described in this Section 5.



5.07 Ownership and Control.

All sewage treatment facilities within the Planned Community will be constructed by Developer, or through special assessments or special districts and other political subdivisions of the state subsequently created under state law subject to this Section. Developer or any entity subject to this, Section 5, agrees to construct and maintain all sewage treatment facilities at no cost to County. Developer retains the rights to treated effluent in accordance with NRS. Developer's intent is to ensure all water is used for beneficial use within Lincoln County. Developer may, from time to time, upon request, consider conveying any sewage treatment facilities to the following entities in accordance with NRS:

(a) Transfer to a Water Reclamation District. Developer may convey any sewage treatment facility described in this, Section 5, to any Water Reclamation District formed under the provisions of NRS, provided:

(i) Any sewage treatment facility must be completely constructed and acceptable to the Water Reclamation District;

(ii) The land and improvements must be conveyed free of all liens, encumbrances, conditions, covenants and restrictions and in a manner acceptable to the Water Reclamation District;

(iii) Prior to the dedication to a Water Reclamation District, Developer and the Water Reclamation District will sign a Maintenance Agreement that covers the maintenance of said facilities.

(b) Transfer to or Construction by a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey sewage treatment facilities to a General Improvement District ("GID") formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the GID Board acknowledges in writing that it accepts Developer's maintenance obligations for such sewage treatment facilities.

(c) Transfer to Any Entity Approved by the State of Nevada. Developer may convey sewage treatment facilities to any entity approved by the State of Nevada to provide, operate, and maintain sewage treatment facilities in accordance with NRS provided that the entity accepts Developer's maintenance obligations for such sewage treatment facility.

5.08 Package Treatment Plant.

If determined to be appropriate at the time of Tentative PUD Plan approval, Developer may choose to purchase and install a package treatment plant for use in connection with any golf course or such other uses as determined in Developer's sole discretion in the Planned Community and convert the irrigation of such golf course to treated effluent promptly following notification to the District or any entity approved by the State of Nevada to provide, operate, and maintain sewer facilities in accordance with NRS, and that the owner and/or operator will supply the necessary sewage effluent to Developer in an amount sufficient to assure proper irrigation of such golf course, or the maximum amount reasonably available for such purpose, whichever amount is less. The package treatment plant, or plants, may be located anywhere within the Subject Property in order to provide the most efficient and economical operation.

5.09 Right of First Refusal on Use of Treated Effluent.

Developer shall retain right of first refusal on the use of any treated effluent for the irrigation purposes outlined in this Section 5, for any sewage treatment facilities that are conveyed to any entity other than Developer in accordance with Section 5.07 of this Agreement.



5.10 Water and Sewer Services Outside Subject Property.

County shall agree that if Developer is required to upsize water or sewer facilities in order to serve areas outside the Subject Property, County will cover the additional capital, design, construction, maintenance and operating costs for such oversized facilities or County will require that the party(s) benefiting from such oversized facilities enter into a reimbursement agreement with Developer.

5.11 County Cooperation.

County agrees to use reasonable efforts to assist Developer in securing any federal and state government permits that may be necessary to secure water and sewer service for the Subject Property. County agrees to use reasonable efforts to assist Developer in securing interim or permanent water and sewer service from any qualified entity for the Subject Property.

5.12 Acknowledgement of Uncertainties for Water and Sewer.

County agrees to use its best efforts to secure sufficient water and sewer resources for development. County agrees to support Developer's efforts or opportunities to bring water resources to the Planned Community. If water and sewer services are reasonably determined to be unavailable or insufficient by Developer, Developer and County would be relieved of their obligations as set forth in this Agreement.

SECTION 6

PARKS AND OPEN SPACES

6.01 Park Standards.

County and Developer agree that the Park Standards set forth in this Section contemplate the minimum park development standards for property within LCCRD. Developer shall have the right to name all Parks within the Planned Community. The names of the public parks will require County concurrence. Developer agrees at its sole cost and expense to develop and construct park sites subject to this Section 6 and based on the following standards:

- (a) Developer shall commence construction on a portion of a total of eight (8.0) acres of required Parks, Recreational Facilities and Open Space prior to the issuance of the permit for the five hundredth (500th) residential unit and complete construction prior to the issuance of the permit for the seven hundred fiftieth (750th) residential unit, subject to Section 6.03;
- (b) Thereafter, Developer shall develop and complete a total of eight (8) acres of required Parks, Recreational Facilities and Open Space prior to the issuance of every permit for the one thousandth (1,000th) successive residential unit, subject to Section 6.03;
- (c) For every forty (40.0) acres of parks required in this Section, the following amenities shall be provided: (2) lighted tennis courts; (4) full-size basketball courts; (2) lighted baseball fields; (4) tot lots and (2) lighted soccer fields or as otherwise mutually agreed to by County and Developer;
- (d) The construction and completion of a public or semi-public golf course may reduce the amount of park acreage required pursuant to this Section by a maximum of twenty-five percent (25%). In no event, shall the reduction for providing a public or semi-public golf course reduce the total amount of required park acreage to less than four (4.0) acres per one thousand (1,000) residential units.



6.02 Landscaped Trails.

County and Developer agree that development within the LCCRD is required to provide landscaped trails in accordance with a mutually agreed upon trail plan if adopted that connect between various parcels within the LCCRD. Such landscaped trails must contain a walking and/or cart path as approved by County. Landscaped trails which meet the minimum trail dimensions set forth herein, may count towards the required park acreage set forth in Section 6.01. In no event shall the amount of landscaped trails reduce the total amount of required park acreage to less than four (4.0) acres per one thousand (1,000) residential units.

6.03 Park Design.

Parks, Recreational Facilities, and Open Spaces shall be designed and constructed by a licensed professional or licensed contractor. A detailed plan for any area proposed to be a Park, Recreational Facility, or Open Space describing the nature and location of recreational facilities shall be submitted as a part of any Tentative PUD Plan. The DRC will approve the final design, construction specifications and amenities of each park site. Each Park, Recreational Facility, or Open Space shall include the amenities specified in the Park Standards including: turf areas; trees; irrigation; playground apparatus; playfields; play areas; picnic areas, and other recreational facilities and equipment designed to serve the residents.

6.04 Location of Parks.

County agrees police and fire stations, schools and other public facilities may be located at joint use sites adjacent to Parks, Recreational Facilities, and Open Spaces or other public facilities where feasible. When a park is adjacent to a school and is utilized as a joint use, Developer will be credited for the park acreage that is shared with a school. Developer shall have the right to construct Parks, Recreational Facilities, and Open Spaces within storm water detention basins, drainage channels, and floodways subject to Tentative PUD Plan approval. The owner of each respective Park, Recreational Facility and Open Space shall be responsible for the maintenance, repair, reconstruction and replacement in the event of loss or damage.

6.05 Ownership and Control.

Developer may, from time to time, convey any Park, Recreational Facility, or Open Space to the following entities in accordance with NRS. County or GID as appropriate shall be responsible to provide water upon such conveyance, unless conveyed to a homeowner's association which would provide water, as outlined in Subsection 6.05(b). Such Park, Recreational Facility, or Open Space shall be counted towards park requirements as described in this Section if it meets the following requirements:

(a) Transfer to or Construction by a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey any Park, Recreational Facility or Open Space to a General Improvement District ("GID") formed under the provisions of NRS Chapter 318 (a "GID Park") provided the conveyance is subject to the terms and conditions of this Section 6 and the GID Board acknowledges in writing:

(i) That it is obligated to perform any unfulfilled terms and conditions of this Section 6, and;

(ii) That it accepts Developer's maintenance obligations for such Park, Recreational Facility, or Open Space.



With respect to any GID Park that may be considered as a Park, Recreational Facility, or Open Space, the GID, to which Developer conveys title, shall have the right to program and control the use thereof; provided, however, that in all circumstances that the general public shall have reasonable rights of access and use to the Park, Recreational Facility, or Open Space listed in Section 1.01 and Section 6.01 and in accordance with NRS Chapter 318.

(b) Transfer to Homeowner's Association. County hereby acknowledges that Developer may from time to time, convey any Park, Recreational Facility, or Open Space to any Association formed under the provisions of NRS Chapter 116, (an "HOA Park"), provided the conveyance is subject to the terms and conditions of this Section 6, and the Association acknowledges in writing:

(i) That it is obligated to perform any unfulfilled terms and conditions of this Section 6, and;

(ii) That it accepts Developer's maintenance obligations for such Park, Recreational Facility, or Open Space.

(c) Transfer to County. Developer may, from time to time, convey any Park, Recreational Facility or Open Space to County and County may accept conveyance of such Park, Recreational Facility or Open Space and Developer's maintenance obligations.

With respect to any HOA Park that may be considered as a Park, Recreational Facility, or Open Space, the Homeowner's Association, to which Developer conveys title, shall have the right to program and control the use thereof; provided, however, that in all circumstances that the general public shall have reasonable rights of access and use to the Park, Recreational Facility, or Open Space listed in Section 1.01 and Section 6.01.

6.06 Termination of Maintenance Obligation.

When Developer has dedicated any Park, Recreational Facility, or Open Space described in this Section to any entity in accordance with the provisions in this Section of this Agreement, Developer and any entity described herein shall be relieved of any further responsibility for maintenance of such Park, Recreational Facility, or Open Space, except where such Park, Recreational Facility, or Open Space, is covered by a maintenance agreement between Developer and any entity described in Section 6.05 of this Agreement.

6.07 Residential Construction Tax

County and Developer acknowledge that, in accordance with NRS Chapter 278.4983, County may enact a "Residential Construction Tax" ("RCT") upon the privilege of constructing apartment houses and residential dwelling units. County acknowledges and agrees that Developer's contribution, in accordance with this Agreement, provides developed park area for use by the public, which may be valued at equal to or greater than the amount of the RCT revenue the Planned Community would generate and, therefore, exempts Developer from any RCT enacted by County up to the value of the public parks provided by Developer.



SECTION 7

SCHOOLS

7.01 Master Plan for Schools.

The Lincoln County School District is responsible for providing the primary and secondary education of all school age children within Lincoln County. Developer agrees to cooperate with the Lincoln County School District (the "School District") in developing the master plan for schools in the Planned Community as described in this Section. Each Tentative PUD Plan shall include the proposed location, if any, and suggested timing or phasing of development of potential school sites, which may include elementary, middle, and high school sites. Developer agrees that School District, in order to meet its educational, design and construction requirements, has the right to approve all proposed school sites. Developer agrees to complete an agreement with the Lincoln County School District prior to the issuance of the first residential building permit within the Planned Community.

SECTION 8

TRAFFIC

8.01 Traffic Studies.

County has adopted a Master Traffic Study for the LCCRD. Developer shall submit an update to the Master Traffic Study or a Traffic Study reasonably acceptable to the District or County. Developer shall be responsible to provide at no cost to the District or County, On-Site Improvements and certain necessary Off-Site Improvements (both defined below) in conjunction with approval of each Final PUD Plan prior to issuance by County of any grading or building permits for the Final PUD Plan area. Alternatively, Developer may provide adequate assurance of performance in accordance with District or County's standard practice through the design of the Improvements and the posting of a performance bond. Neither the District, if formed, nor County is responsible to provide Off-Site Improvements in accordance with this Section 8. For the purposes of this, Section 8, the following terms shall have the following meanings:

- (a) "Off-Site Improvements" means mitigation measures and improvements to the major intersections and roadways located outside of the Planned Community as identified in the Master Traffic Study.
- (b) "On-Site Improvements" means mitigation measures and improvements to intersections and roadways located within the Planned Community, as identified in the Master Traffic Study.

The Traffic Study shall, in a manner acceptable to District and/or County:

- (i) Identify impacts to the roadway network within the Planned Community including impacts to any major street segment and any major intersection, and impacts to the transportation network which are outside of Planned Community; and
- (ii) Display all related mitigation measures necessary to such major street segments and at such major intersections together with the roadway access needs leading to the Planned Community.

The Master Traffic Study and the Traffic Study shall be consistent with the Institute of Traffic Engineers (ITE) principles and technologies. District or County may also require additional site-specific traffic studies as may be deemed necessary related to and prior to the construction of any school, or



gaming site. Traffic Studies and all other site-specific traffic studies required by a Tentative PUD Plan shall be performed in accordance with District and/or County regulations. All Traffic Studies shall identify the construction phasing together with access mitigation acceptable to District or County, and as applicable.

8.02 Mitigation of Off-Site Traffic Impacts.

Owner’s obligation to improve any roads or construct intersections or other transportation improvements outside of the Planned Community shall be limited to those obligations described in this Section 8.02. County and Owner acknowledge that development within the Planned Community will impact only those rights-of-way owned and maintained by County or future Homeowner Associations or GID District. Owner acknowledges that it may have an obligation to be assessed its prorated share of any Off-Site Traffic Mitigation Fund Fees or facilities and improvements in providing traffic access to the TOQUOP Township planning area which may include any reasonable mitigation costs outside the Planned Community. Owner shall cooperate with both District and County in the implementation of such required improvements as set forth in this Section 8.02. Owner will participate in, and share the costs of, the regional traffic study as developed by the TOQUOP Township planning area parcel owners group and as approved by County. Except as expressly provided in this Agreement and as identified in the Master Study, Owner shall have no obligation to participate in, pay, contribute, or otherwise provide any further exactions to provide for off-site rights-of-way, facilities or improvements for the road and motor vehicular traffic system within County and District or for any facilities, equipment or physical improvements that are a substitute therefore unless there are changes to the development plans.

(a) **Financing of Off-Site Improvements.** County and Developer agree that Developer may use any lawful means necessary in accordance with county, state, or federal law to obtain such funds necessary to timely construct the Off-Site Improvements set forth within this Section 8.02, including but not limited to Developer financing, builder and/or property assessments or mitigation funds, state and/or federal highway funds and financing mechanisms, or any other reasonable financing mechanisms authorized under state law or otherwise. County shall use reasonable efforts to cooperate with Developer in securing any state or federal funds or other authorizations, which may be necessary in order to obtain financing from institutions other than County. To the extent that it is consistent with Nevada law, County agrees to require other developers within the LCCRD area to contribute their proportional share towards Off-Site Improvements built by Developer that otherwise benefit developers within the LCCRD area prior to the issuance of any Residential Building Permits.

(b) County agrees:

(i) That Developer will be responsible for their share of costs of any Mitigation Project that may need to be constructed by County or others prior to the time Owner would be required to construct or improve such improvements as demonstrated by a Tentative PUD Plan Traffic Study or may be required at a later date; and

(ii) To the extent allowed by law, County may, in its discretion and in accordance with its standard practice, defer obligations of developers who commit contractually with District to contribute to mitigation of impacts at a later date when District determines such mitigation to be warranted or financially feasible.

8.03 Mitigation of On-Site Traffic Impacts.

Developer acknowledges it shall be responsible for constructing all internal public and private roadway and funding all costs and expenses associated with their construction as set forth in Section 8.04,

including, but not limited to: rights-of-way; drainage facilities; roadway construction; utility installations and modifications; noise attenuation devices; bridging structures; lighting; traffic control equipment and signage; aesthetic improvements; landscaping, and such other features customarily provided in such Planned Community. Except as expressly provided in this Agreement, Developer shall have no obligation to participate in, pay, contribute or otherwise provide any further exactions to provide for on-site rights-of-way, facilities or improvements for the road and motor vehicular traffic system within County and District or for any facilities, equipment or physical improvements that are a substitute therefore unless there are changes to the development plans. Development of the Planned Community will not be interrupted as a result of any failure of necessary On-Site Improvements being in place so long as Developer has complied with the terms of this Section 8. For any On-Site Improvements to roadways and intersections within the Planned Community, Developer will be responsible for providing a minimum service level of service as outlined in the approved Traffic Study.

8.04 Control of Internal Roadway Network.

All roads within the Planned Community will be constructed by Developer and maintained by County, homeowner's association, or through special assessments or special districts created by County or other political subdivisions of the state subsequently created under state law. The hierarchy of roadways will be designed and constructed as applicable to meet AASHTO standards or ITE guidelines for roadway improvements. The final street configurations and intersections will be established within final PUD Plan approvals to be consistent with the Lincoln Highlands Modified Standards. Developer may, from time to time, convey any street or roadway to the following entities in accordance with NRS:

(a) Transfer to a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey any street or roadway to a General Improvement District ("District") formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the General Improvement District Board acknowledges in writing that it accepts Developer's maintenance obligations for such streets and roadways. With respect to any street or roadway, the District, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof in accordance with NRS Chapter 318.

(b) Transfer to Homeowner's Association. Developer may, from time to time, convey any street or roadway to any Association formed under the provisions of NRS Chapter 116 provided that the Association accepts Developer's maintenance obligations for such street or roadway. The Association, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.

(c) Transfer to County. Developer may, from time to time, convey any street or roadway to County and County may accept conveyance of such street or roadway and Developer's maintenance obligations by County action.

8.05 Acquisition of Off-Site Rights-of-Way.

With respect to rights-of-way outside the boundaries of the Planned Community but necessary for development of the roadways, utilities, or flood control facilities for the Planned Community, County shall use reasonable efforts to assist Developer in obtaining such necessary rights-of-way through acquisition from the Bureau of Land Management or by power of condemnation where authorized by law, with all costs paid by Developer.



8.06 Jobs-Housing Balance.

Developer will use reasonable efforts to develop employment creating land uses in conjunction with residential development in an effort to reduce the length of vehicle trips and enhance air quality.

8.07 Streetscapes.

County acknowledges Developer or entity outlined in Section 8.04(a) through 8.04(c) will retain ownership of Streetscape Areas subject to this Section 8.07 of this Agreement to allow Developer or such entity outlined in Section 7.04(a) or (b) to maintain landscaping in the Streetscape Areas. Developer or such entity outlined in Section 8.04(a) through 8.04(c) of this Agreement shall establish an adequate reserve account to fund the maintenance, removal and replacement of the landscape and irrigation materials within Streetscape improvements.

8.08 Developer’s Use of Rights-of-Way Dedicated to the District or County.

If any facility is dedicated to County or District in accordance with Section 8.04 of this Agreement, District or County agrees that Developer shall have the right to install underground conduit or other infrastructure or utilities that shall be under Developer's exclusive ownership and control in all public roadways and rights-of-way in the Planned Community, at Developer's sole cost and expense, for the purpose of the provision of cable TV, video, computer, communication, telephone and similar electronic or communication uses of any kind or other infrastructure or utilities. The use of such underground conduit by any entity, including Developer, may be subject to all applicable regulatory and franchising provisions of County, state and federal government.

8.09 Alternative forms of transportation.

Developer shall provide for alternate forms of transportation including, but not limited to, bicycle paths, a trail system, cart paths, and transit systems to reduce auto trips and as included in the master traffic study.

SECTION 9
FLOOD CONTROL

9.01 Drainage Studies.

Approval of a Master Drainage Study which contemplates all parcels sold pursuant to the LCCRD will satisfy the requirement to submit a Master Drainage Study for the Planned Community. Developer shall prepare and submit an update to the Master Drainage Study reasonably acceptable to the Flood Control District for each Tentative PUD Plan submittal. Developer shall construct those flood control facilities identified in the Master Drainage Study or the update to the Master Drainage, which are necessary for the flood protection of the Planned Community or for mitigation of any downstream flood impacts caused by the development of the Planned Community.

9.02 Flood Control Facilities.

All flood control facilities within the Planned Community will be constructed by Developer, an Association, or through special assessments or Special Funding Districts subject to this Section. Developer or any entity, subject to this, Section 9, agree to construct and maintain (until such time as any conveyance set forth in Section 9.04) such flood control and drainage facilities identified in the drainage study which are necessary for the flood protection of the Subject Property or for the mitigation of any downstream flood impacts caused by the development of the Subject Property. Notwithstanding any



provisions to the contrary in this Section 9, no certificate of occupancy (other than construction permits for grading, roadways, utilities, and other improvements or public facilities that are permitted by Lincoln County standards within such areas), shall be issued for any structure within a portion of Final PUD Plan within a Flood Control Facility Impact Zone ("Impact Zone") as described herein, until such facilities protecting said Impact Zone are completed or an interim protection facility acceptable to the Flood Control District has been constructed as identified in the approved Master Drainage Study or Drainage Study. Developer may obtain building permits and certificates of occupancy at any time for facilities and structures to be built in any phase of an area covered by a Final PUD Plan that is located outside areas qualified as Impact Zones. Developer and County or Flood Control District agree to cooperate in the design and use of local and regional flood control facilities including, but not limited to, the construction of recreational or other multiple use facilities located within said flood control facility. The existing flows passing the boundary of the Planned Community shall not be increased in any form.

9.03 Additional Flood Control and Development Requirements.

Residential and non-residential development within the 100-year floodplain may occur in Floodway Fringe locations and shall be in accordance with FEMA Standards. All on-site facilities and development will be constructed as required to mitigate runoff.

9.04 Ownership and Control.

Developer may, from time to time, upon request, consider conveying any flood control facilities to the following entities in accordance with the Nevada Revised Statutes:

(a) Transfer to Homeowner's Association. Developer may, from time to time, convey flood control facilities to any Association formed under the provisions of NRS Chapter 116 and the Association shall accept Developer's maintenance obligations for such flood control facilities. The Association, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.

(b) Transfer to or Construction by a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey flood control facilities to a General Improvement District ("District") formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the General Improvement District Board acknowledges in writing that it accepts Developer's maintenance obligations for such flood control facilities. With respect to flood control facility, the District, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof in accordance with NRS Chapter 318.

(c) Transfer to a Political Subdivision of the United States or State of Nevada. Developer may convey flood control facilities to any political subdivision of the State of Nevada or United States provided that the political subdivision accepts Developer's maintenance obligations for such flood control facilities. The political subdivision, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.

(d) Transfer to a Water District. Developer may convey flood control facilities to any Water District formed under the provisions of NRS provided that the Water District accepts Developer's maintenance obligations for such flood control facilities. The Water District, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.

(e) Transfer to an Irrigation District. Developer may convey flood control facilities to any Irrigation District formed under the provisions of NRS Chapter 539 provided that the Irrigation District



accepts Developer's maintenance obligations for such flood control facilities. The Irrigation District, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.

(f) Transfer to County. Developer may convey flood control facilities to County through the Lincoln County Flood Control District and County may accept, by County action, conveyance of such facilities and Developer's maintenance obligations. County, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.

SECTION 10
REVIEW AND DEFAULT

10.01 Frequency of Reviews.

As required by NRS Chapter 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term of this Agreement or from the date of any approved amendment to this Agreement, Developer shall provide and County shall review in good faith, a report submitted by Developer documenting the extent of Developer and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. County shall not charge any expense, fee or cost with respect to such review except as provided in the Lincoln Highlands Modified Standards and/or County's adopted fee schedule. If, at the time of review, an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford sufficient time or response. County and Developer shall be permitted an opportunity to be heard before County Commission regarding their performance under this Agreement in a manner set forth in the Development Agreement Ordinance.

10.02 Procedures in the Event of Noncompliance.

In the event of any noncompliance with any provision of this Agreement, County or Developer shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices must be delivered in accordance with the provisions of Section 13.09. If after thirty (30) days of the date the courtesy notice is sent, the compliance is not corrected to the satisfaction of the complaining party, the party alleging noncompliance may deliver in writing a notice of default. The time of notice shall be measured in accordance with Section 13.09. The notice of default shall include the section of this agreement alleged to be violated, the nature of the alleged default, and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected after thirty (30) days, the following procedures shall apply:

(a) County Procedures

(i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, County, or designee, may issue a letter providing notice of County's intent to set the matter for hearing before County Commission. The letter shall notify Developer of the action taken. County shall give Developer at least ten (10) business day's notice to correct the default before the matter is scheduled for a hearing. The letter notifying Developer of the hearing shall contain the intended hearing date. The ten (10) business days are measured in accordance with Section 13.09.



(ii) Hearing Scheduled. If default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by County Commission during their next regularly scheduled Commission meeting.

(iii) Review by County Commission. Following consideration of the evidence presented before County Commission and a finding based on substantial evidence that a default has occurred by Developer, and the default remains uncorrected, County Commission may authorize the suspension of building permits or other action as deemed appropriate within the Planned Community or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer existing or received as of the date of the termination to the extent that Developer's obligations relating to the development are fulfilled. If the Developer has failed to comply with conditions relating to any portion of the development, County may revoke any zoning, subdivision, building permit, or other land use approval relating to this part of the development through the public hearing process. Developer shall have twenty-five (25) days after County Commission's decision is filed with the Lincoln County Clerk, to institute legal action in federal or state court pursuant to Section 10.04 hereof, to determine whether County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) Developer Procedures

(i) Hearing Scheduled. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Developer may issue a letter requesting a hearing before County Commission for review of the alleged default. Upon receipt of the letter, County Clerk shall schedule an agenda item to consider the alleged default during the next regularly, and available, scheduled Commission meeting.

(ii) Review by County Commission. Following consideration of the evidence presented before County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, County Commission shall direct County staff to correct the default. Developer shall have twenty-five (25) days after the County Commission's decision is filed with the Lincoln County Clerk, to institute legal action in federal or state court pursuant to this Section 10.04 hereof, to determine whether County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(iii) Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions of proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

(iv) Notices. All notices provided for herein shall be sent to the address provided in Section 13 of this Agreement.

10.03 Unavoidable Delay or Default, Extension of Time for Performance.

Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war; acts of terrorism; insurrection; strikes; walkouts; riots; floods; earthquakes; fires; casualties; acts of God; restrictions imposed or mandated by governmental entities; failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement; enactment of conflicting state or federal laws or regulations; new or supplementary



environmental regulations; litigation or similar matters beyond the control of the parties, and unavailability of water. If written notice of any such delay is given to County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) days of such written notice, shall be granted coextensive with the period of the enforced delay or longer as may be required by circumstances or as may be subsequently agreed to between County and Developer.

10.04 Institution of Legal Action.

County and Developer agree that neither would have entered into this Agreement if either party were liable for, or could be liable for, damages under or with respect to this Agreement. Accordingly, County and Developer may pursue any remedy at law or equity available for breach, except that neither Developer nor County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing as described in this Section 10. If a party desires to present new or additional evidence to the Court, they may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest with the federal court or the Seventh Judicial District Court, State of Nevada.

10.05 Applicable Laws.

This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

10.06 Adjustments for Inflation.

In the event there is a delay of more than one (1) year in the payment of a contribution required in this Agreement, the amount of the contribution may be adjusted for inflation. If the parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to Developer. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

SECTION 11

FINANCING

11.01 County Cooperation in Financing.

County expressly acknowledges and agrees that Developer may be required to finance a portion of Developer's acquisition and improvement of the Subject Property and its obligations under this Agreement (including the development of the Planned Community contemplated by this Agreement) through private financings. County agrees to cooperate with Developer with respect to such financings (including any amendments, modifications or refinancings with respect thereto) by, among other things, executing and delivering to any Financing Party or other interested Person such documents, estoppel certificates or consents as may be reasonably requested to acknowledge (a) that County has no lien on the Subject Property, and (b) that County shall recognize and allow (i) any Financing Party which has foreclosed or acquired all or a portion of the Planned Community from Developer or Owner, (ii) any Qualified Transferee, and (iii) any other Persons pre-approved by County in writing which have acquired all or a portion of the Planned Community from Owner, Developer or any Financing Party or in connection with any foreclosure or other transfer in connection with the exercise of remedies by the

Financing Parties, in each case, to succeed to the rights and benefits of Developer under this Agreement and the rights and benefits of this Agreement as to all or such portion of the Subject Property; provided that County shall not unreasonably withhold, condition or delay its approval under clause (b)(iii). Any Person approved by County pursuant to this Section 11 or any Financing Party shall be referred to herein as an "Authorized Transferee." Developer, Owner and County acknowledge, however, that if a special improvement district is created, such district will constitute a lien on the Subject Property to secure repayment of the bonds.

County and Developer acknowledge, however, that if a Special Improvement District or General Improvement District is created as contemplated by Section 3, such District will constitute or create a lien to secure repayment of the bonds. Nothing herein shall be deemed to relieve Developer or Owner of its obligations under this Agreement or its liability for failure to perform their respective obligations under this Agreement.

11.02 Funding Allocation.

County reasonably believes that sufficient funds can be obtained to meet its obligations under this Agreement. In the event, however, that County fails to allocate funds sufficient to meet such obligations, County's obligations to fund, construct or otherwise perform the specifically non-funded obligation shall be excused. In such an event Developer will have the right to terminate this Agreement and all executory obligations of Developer and Owner hereunder by written notice to County.

11.03 Oversizing Reimbursement/Refunds.

The parties acknowledge that it may be necessary for Developer to construct certain Off-Site Improvements, which improvements may be oversized or which may require an advancement of funds. In the event that County requests that Developer install an Off-Property Improvement larger than that required by Developer, then County and Developer shall enter into a mutually acceptable oversizing agreement. In addition, in the event that Developer installs an Off-Property Improvement, the benefit of which shall accrue to persons who, in the future, will apply for the service such Off-Property Improvement provides, then County and Developer shall enter into a mutually acceptable refunding agreement. Refunding agreements will be secondary to County recouping all associated costs County paid for oversizing any such improvement.

SECTION 12 CONFLICTING LAWS

12.01 Conflicting State or Federal Rules.

In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by County, this Agreement shall remain in full force and effect as to those provisions not affected, the conflicting laws or regulations shall not be applied retroactively, and:

(a) Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement or



create a Supplemental Development Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

12.02 County Commission Hearings.

In the event County believes that an amendment to this Agreement is necessary pursuant to this, Section 12 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment of suspension necessitated by such federal or state law or regulation or action or inaction. Developer shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 10.

12.03 Cooperation in Securing Permits.

County shall use reasonable efforts to cooperate with Developer in securing any County permits, licenses or other authorizations, which may be required as a result of any, amendment or suspension resulting from actions indicated under this Section 12. Developer will be responsible to pay all applicable fees in connection with securing of the permits.

SECTION 13

GENERAL PROVISIONS

13.01 Enforcement and Binding Effect.

Subject to the limitations of NRS Chapter 278 (and NRS Chapter 278A), this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent County from reasonably increasing "Cost Based Fees" which are deemed to be administrative fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to County and which are specified in the Lincoln Highlands Modified Standards.

13.02 Interim Funding.

- a.) County and Developer agree that the Planned Community cannot be developed unless there are sufficient power, water and sewer services. If power, water and sewer services are reasonably determined to be unavailable or insufficient by Developer prior to or during development of the Planned Community, Developer and County would be relieved of all of their obligations as set forth in this Agreement.
- b.) In order to defray the administrative costs of reviewing this Agreement and other ancillary costs prior to and exclusive of the interim funding, Developer agrees to pay County forty thousand dollars (\$40,000) within sixty (60) days after the approval of the Modified Standards.
- c.) Developer and County agree to enter into a Dedicated Staff Reimbursement Agreement to provide funding as outlined in Section 3.09 of this Agreement and to provide funding for additional staff positions needed to support the development of the Planned Community and/or the LCCRD. The Dedicated Staff Reimbursement Agreement shall be in effect during the Term of this Agreement unless otherwise agreed upon by County and Developer. Developer's funding obligations for the Dedicated Staff Reimbursement Agreement will commence after the approval of the Modified Standards, after the execution of the Dedicated Staff Reimbursement Agreement and prior to the submittal of any engineering



study, improvement/grading plans, or tentative maps. Developer and County agree a staffing plan will be conducted by an independent consultant hired by County prior to executing the Dedicated Staff Reimbursement Agreement. The staffing plan must show the need for the additional staff based on the impacts and needs of the projected development at the current time and further as agreed upon by County and Developer. The cost for this staffing plan will be paid for by the first developer to obtain approval of a development agreement for development within the LCCRD.

Developer and County agree the fair share contributions for interim funding from the developers within the LCCRD will be outlined in the Dedicated Staff Reimbursement Agreement and will be paid on a quarterly basis to the County for the needed staff positions at the County's actual cost. Developer and County agree the interim funding budget will be outlined in the Dedicated Staff Reimbursement Agreement and will not exceed \$540,000 per year for the entire LCCRD exclusive of the agreed upon funding for the Coordinator in Section 3.09.

13.03 Duration of Agreement.

The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall be for thirty (30) years with two ten (10) year options to extend if property is undeveloped within the LCCRD, unless extended by written Agreement executed by County and Developer. The two ten (10) year options to extend the Term of this Agreement shall be discussed between County and Developer at the preceding twenty-four (24) month review. If the Modified Standards are not adopted within sixty (60) days of the Effective Date of this Agreement, or a later date agreed upon by County and Developer in writing, this Agreement is null and void and Developer and County are not obligated to meet any of the provisions of this Agreement including any funding provisions.

13.04 Assignment.

(a) **Approved Developer Transfer.** Without the requirement of further action on the part of County, County hereby consents to the transfer, assignment and delegation at any time, and from time to time, of all or any portion of Developer's rights, obligations and duties hereunder to any one or more of the following (each, individually, an "Authorized Transferee" and severally the "Authorized Transferees"):

- (i) An Affiliate(s) of Developer;
- (ii) An Affiliate of any of the shareholders of Developer;
- (iii) Financing Parties as pledge or security for loans contemplated by this Agreement, provided further that upon foreclosure or exercise of remedies in connection therewith, Financing Parties or their assigns may become holders of such interest;
- (iv) The surviving entity in a merger or conversion of Developer in a single transaction or series of related transactions;
- (v) Any Qualified Transferee;
- (vi) Any real estate development company with experience in the development of master planned communities or commercial real estate development.

Prior to the transfer of any portion of the Developer's rights, obligations and duties hereunder, any Authorized Transferee must execute and record a legally binding document acknowledging and agreeing



to the terms of this Agreement, including all financial obligations, and identifying its ability to meet all applicable financial obligations hereunder.

(b) Approved Subject Property Transfers. Without the requirement of further action on the part of County, County hereby consents to the transfer, at any time and from time to time, of all or any portion of the Subject Property to any transferee of Owner or Developer. Developer shall cooperate, join with and/or assist County to resolve any dispute with a transferee.

(c) Transfers to Designated Builders. Without the requirement of further action on the part of County, County hereby consents to the transfer, at any time and from time to time following execution of this Agreement, of parcels of the Subject Property as shown in the Lincoln Highlands Modified Standards to one or more Designated Builders provided that such transferee(s) is subject to the applicable portions of this Agreement, that such transferee(s) provides County with written acknowledgement of their acceptance of the applicable portions of this Agreement and that such transferee(s) agrees to develop such parcels in accordance with the Lincoln Highlands Modified Standards. County shall release the transferor of the Subject Property from any obligation and liability under this Agreement to the extent assumed by the respective Designated Builder transferee upon approval by County of such Designated Builder's final map. To the extent a dispute arises between County and a Designated Builder after the approval of a Designated Builder's final map, County shall hold only the Designated Builder responsible. Developer shall cooperate, join with and/or assist County to resolve any dispute with a Designated Builder.

(d) In Connection with Financing Transactions. County agrees that Developer may, without notice and consent, in connection with any financing (or amendment, modification or refinancing with respect thereto) of the Subject Property or any portion thereof, collaterally assign, mortgage or otherwise encumber, without limitation, this Agreement and Developer's interest in the Subject Property (collectively, the "Collateral") in favor of the Financing Parties under such financing. Upon written notice from such Financing Parties that they have exercised their rights with respect to the Collateral, such Financing Parties or any other Authorized Transferee may exercise all rights of Developer under this Agreement in accordance with the terms and conditions hereof, including the right to cure any breaches or defaults of Developer under this Agreement and succeed to Developer's interest in the Subject Property, provided, however, that notwithstanding anything in this Agreement to the contrary, no Financing Parties or Authorized Transferees will have liability to County under this Agreement unless and to the extent such Financing Parties or Authorized Transferees become the owner of the Subject Property following exercise of foreclosure or other remedies, in which case only the Financing Parties or Authorized Transferees acquiring such ownership and assuming the rights of Developer under this Agreement will have any such liability.

13.05 Amendment or Cancellation of Agreement.

Except as otherwise permitted by NRS Chapter 278.0205 and Section 10 of this Agreement, this Agreement may be amended from time to time or canceled but only upon the mutual written consent of the parties hereto. The right to amend this Agreement is reserved to the original Owner and Developer and not their successors, unless that right is given to them by the original Owner and Developer in writing.

13.06 Anti-Moratorium.

The parties hereby acknowledge and agree that this Agreement contemplates and provides for the development of the Planned Community and that no moratorium, or future ordinance, resolution or other land use rule or regulation imposing a limitation on the conditioning, rate, timing or sequencing of the



development of property within County and affecting the Planned Community or any portion thereof shall apply to or govern the development of the Subject Property except as provided for in this Agreement, whether affecting parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land issued or granted by County, except as may be necessary to: (i) comply with any state or federal laws or regulations, provided that if any such state or federal law or regulation prevents or precludes compliance with any provision of this Agreement, such affected provisions shall be modified as may be necessary to meet the minimum requirements of such state or federal law or regulation; (ii) alleviate or otherwise contain a legitimate, bona fide harmful and noxious use of the Subject Property in which event any ordinance, rule, or regulation to be imposed in an effort to contain or alleviate such harmful and noxious use shall be the most minimal and the least intrusive alternative possible and may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily; or (iii) maintain County's compliance with local and state sewage, water systems, air quality and utility regulations. In the event of any such moratorium, future ordinance, resolution or rule or regulation, unless taken by County as provided under the three exceptions contained above or as provided for in this Agreement, Developer shall continue to be entitled to apply for and receive approvals as contemplated by this Agreement and in accordance with the Applicable Rules.

13.07 Binding Effect of Agreement.

Subject to Section 13.03 hereof, the burdens of this Agreement bind and the benefits of this Agreement inure to the parties' respective successors in interest.

13.08 Relationship of Parties.

It is understood that the contractual relationship between County and Developer is such that Developer is an independent contractor and not an agent of County for any purpose. Owner is not an agent of County and Owner and Developer are not agents of each other.

13.09 Notices.

All notices, demands and correspondences required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. All time measurements shall commence on the date of receipt. Notices shall be addressed as follows:

To County: Lincoln County
P. O. Box 90
Pioche, NV 89043
Attn: Lincoln County Clerk
Phone: 775-962-5165
Fax: 775-962-5877

With a Copy to: Lincoln County, Office of the District Attorney
P. O. Box 60
Pioche, NV 89043
Phone: 775-962-5171
Fax: 775-962-5582



To Developer: Lincoln Highlands Development Corporation.
11411 Southern Highlands Parkway, Suite 300
Las Vegas, NV 89141
Attn: Garry Goett
Phone: 702-220-6565
Fax: 702-220-6566

With a Copy to: R. Brett Goett
7001 N. Scottsdale Road, Suite 1040
Scottsdale, AZ 85253
Phone: 480-951-3301
Fax: 480-951-0457

and: C&O Holdings, LLC
250 Pilot Road, Room 140
Las Vegas, NV 89119
Attn: Lawrence D. Canarelli
Phone: (702) 736-6434
Fax: (702) 736-7970

and: Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, 7th floor
Las Vegas, Nevada 89109
Attn: Bob Gronauer
Phone: 702-792-7000
Fax: 702-796-7181

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the date of personal delivery or the date delivery of the mail is first attempted.

13.10 Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

13.11 Waivers.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County and/or Developer, as the case may be. In the event that Developer assigns and delegates to any authorized third party the rights and obligations hereunder, with respect to certain Subject Property, Developer may retain the sole right hereunder to waive any provisions of this Agreement.



13.12 Recording Amendments.

Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Lincoln County, Nevada. All amendments hereto shall be in writing signed by the appropriate officers of County and Developer in a form suitable for recordation in the Official Records of Lincoln County, Nevada. Upon the completion of performance of this Agreement or its cancellation, revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Developer shall be recorded in the Official Records of Lincoln County, Nevada.

13.13 Release.

Each residential lot or commercial parcel within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence or commercial building thereon.

13.14 Severability of Terms.

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

13.15 Voluntary Agreement.

Developer and Owner acknowledge and agree that each of them voluntarily, willingly and without protest and duress freely enter into this Agreement and accepts the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. 2008-07 of the Lincoln County Code, to be effective on the Effective Date shown below.

COUNTY:

**BOARD OF COUNTY COMMISSIONERS,
COUNTY OF LINCOLN, STATE OF NEVADA**

By: [Signature]
Chairman

Attest: [Signature]

THE EFFECTIVE DATE hereof is October 29, 2008

DEVELOPER:

**LINCOLN HIGHLANDS DEVELOPMENT
CORPORATION**
a Nevada corporation

By: [Signature]
Name: Garry Goett
Title: President

OWNER:

C & O HOLDINGS, L.L.C.,
A Nevada limited liability company

By: [Signature]
Lawrence D Canarelli, Manager

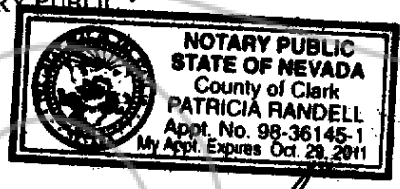
By: [Signature]
Garry V. Goett, Manager



STATE OF NEVADA } SS.
COUNTY OF Clark

This instrument was acknowledged before me on the 23 day of September, 2008 by Carey Goett, Its President of Lincoln Highlands Development Corporation, a Nevada corporation.

Patricia Randell
NOTARY PUBLIC



STATE OF NEVADA } SS.
COUNTY OF Clark

This instrument was acknowledged before me on the 23 day of September, 2008 by Lawrence D. Caracci Manager of C & O Holdings, L.L.C., a Nevada Limited Liability Company.

Patricia Randell
NOTARY PUBLIC

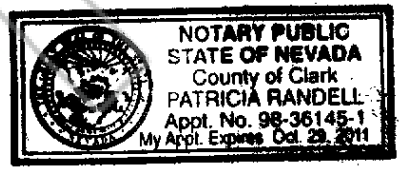
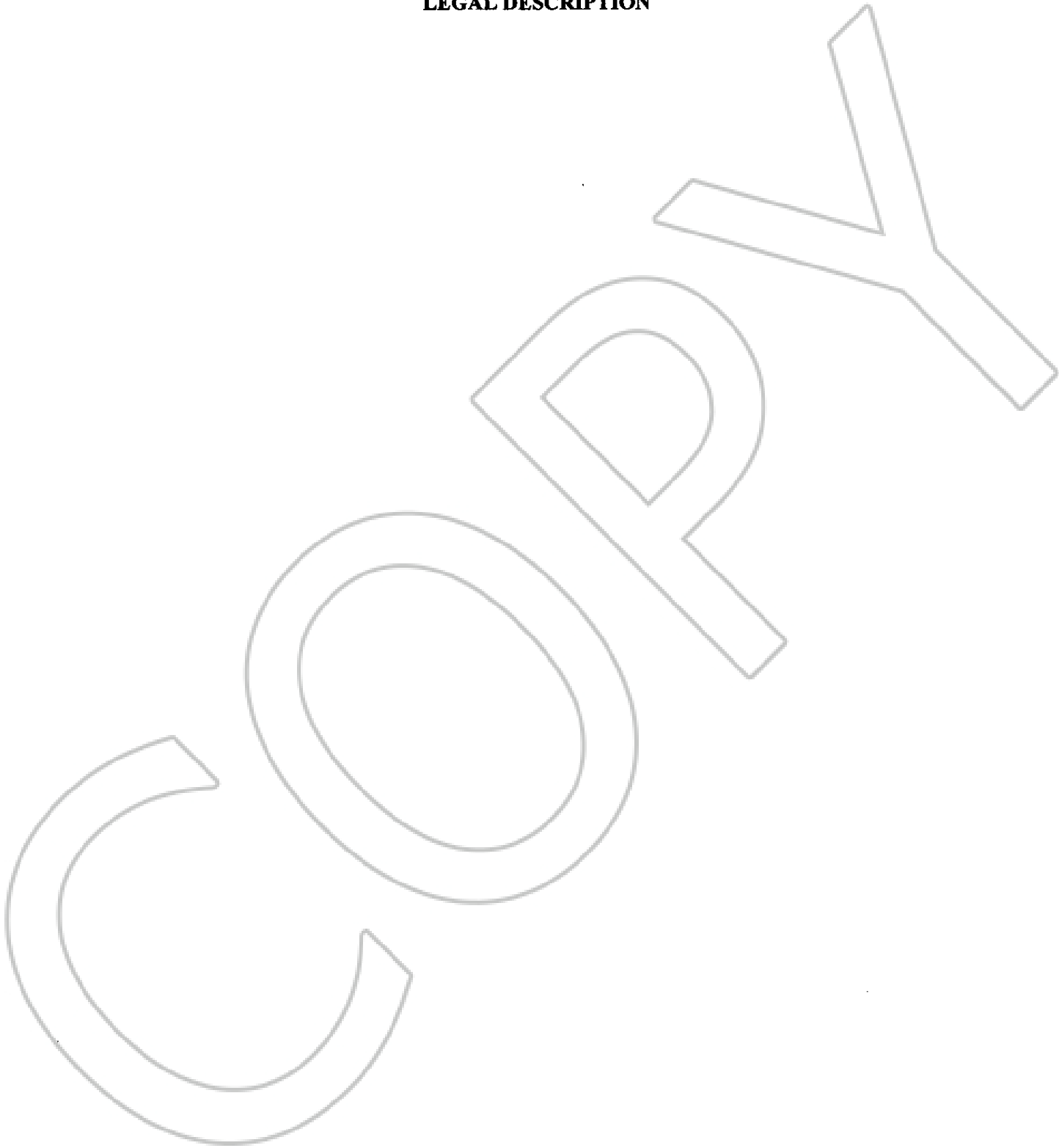




EXHIBIT "A"
LEGAL DESCRIPTION





Legal Description for parcels A & H.

Title to said estate or interest at the date hereof is vested in:

The United States of America, except as to Lot 1 a/k/a the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) in Section 16, and further except Lot 1 a/k/a the Southwest Quarter (SW1/4) of the Northeast Quarter (NE ¼) in Section 17, all in Township 12 South, Range 71 East, M.D.B. & M.;

City of Mesquite as to Lot 1 a/k/a the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) In Section 17, and Lot 1 a/k/a the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) in Section 16, except the South Half (S ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NA ¼) in Section 16, all in Township 12 South, Range 71 East, M.D.B. & M.; and

Mitchell A. Mayhood and Rodger J. Norton, each owning ½ interest as Tenants in Common, as to the South Half (S ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) In Section 16, all in Township 12 South, Range 71 East, M.D.B. & M.

The land referred to in this Commitment is situated in the County of Lincoln, State of Nevada, and is described as follows;

Sections 13, 24, 25, 26, 27, 34, 35 and 36 in Township 12 South, Range 70 East, M.D.B. & M., Lincoln County, Nevada

APN 008-251-1

All of the following are located in Township 12 South, Range 71 East, M.D.B. & M., Lincoln County, Nevada:

Sections 18, 19, 20, 21 and 28;

Lots 5, 6, 7 and 8 in Section 15;

Lots 1 through 7, the North Half (N ½) of the Northwest Quarter (NW ¼), the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), the Northeast Quarter (NE ¼), and the East Half (E ½) of the Southeast Quarter (SE ¼) in Section 16;

Lots 1, 2 and 3, the East Half (E ½) of the Northeast Quarter (NE ¼), the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), the West Half (W ½), and the West Half (W ½) of the Southeast Quarter (SE ¼) in Section 17;

Lots 5, 6, 7 and 8 in Section 22;

Lots 5, 6, 7, and 8 in Section 27;



Lots 1 and 2, the East Half (E ½), the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), the South Half (S ½) of the Northwest Quarter (NW ¼), and the Southwest Quarter (SW ¼) in Section 29;

Lots 5 through 12, the West Half (W ½) of the Northeast Quarter (NE ¼), the West Half (W ½) of the Southeast Quarter (SE ¼), and the West Half (W ½) in Section 30;

Lots 5 through 10, the West Half (W ½) of the Northeast Quarter (NE ¼), the West Half (W ½) of the Southeast Quarter (SE ¼), the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), and the West Half (W ½) in Section 31;

Lots 1, 2, 3 and 4, the East Half (E ½) of the Southwest Quarter (SW ¼), the North Half (N ½), and the Southeast Quarter (SE ¼) in Section 32;

The West Half (W ½), the North Half (N ½) of the Southeast Quarter (SE ¼), and the Northeast Quarter (NE ¼) in Section 33;

Lots 5, 6, and 7 in Section 34;

APN 008-261-3

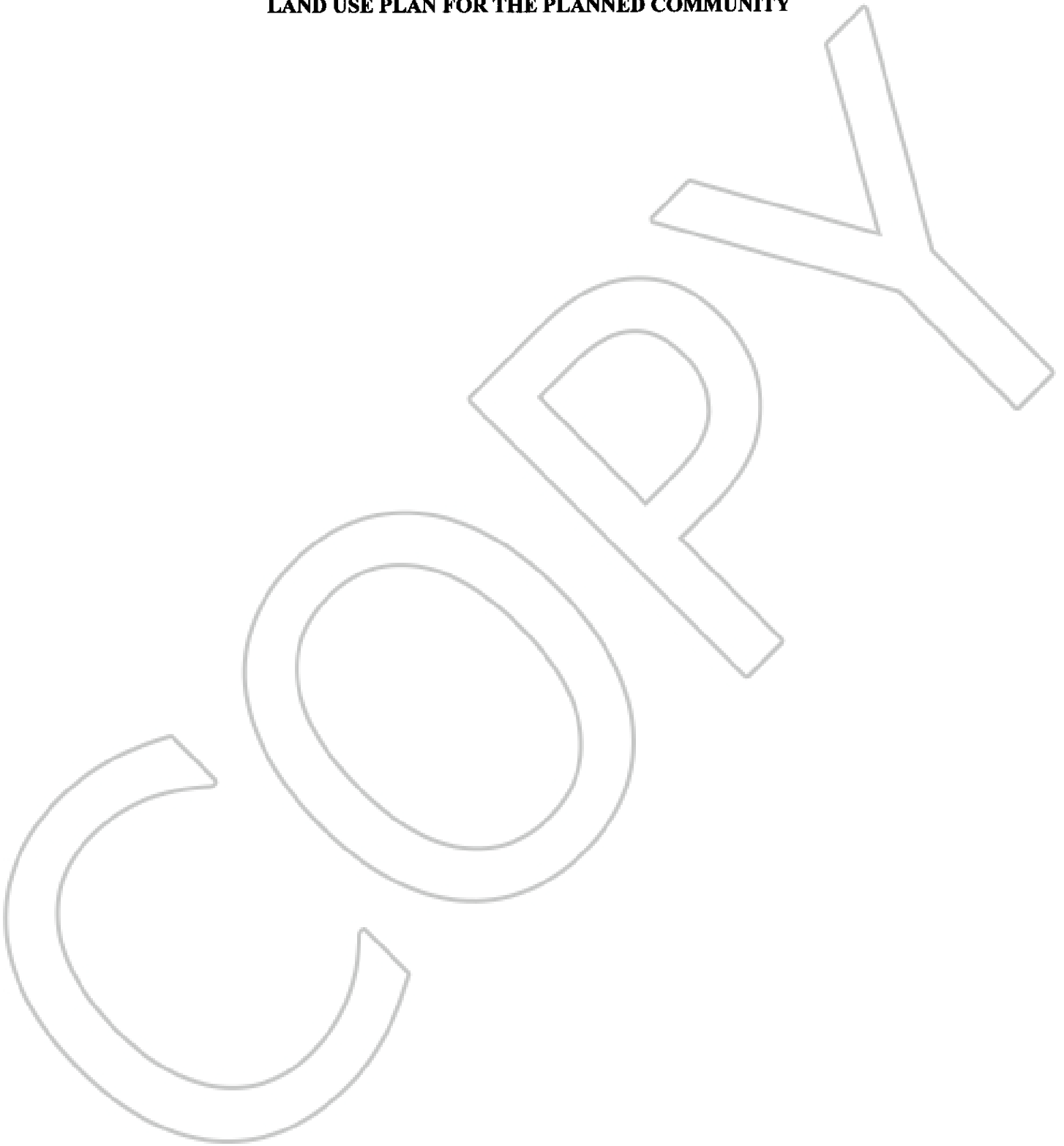


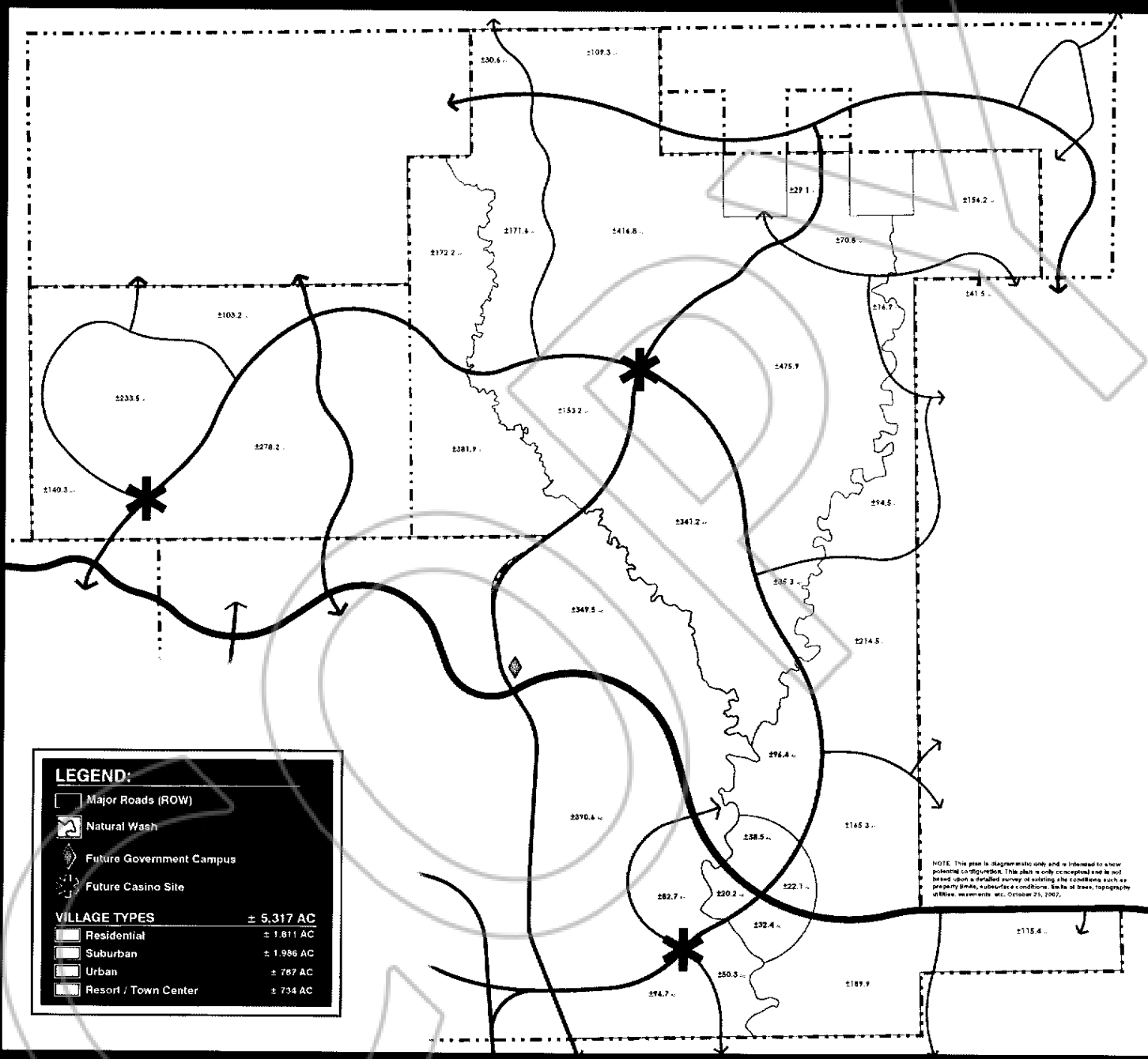
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Book 244
Page: 815

09/25/2008
Page: 55 of 150

EXHIBIT "B"
LAND USE PLAN FOR THE PLANNED COMMUNITY





LEGEND:

- Major Roads (ROW)
- Natural Wash
- Future Government Campus
- Future Casino Site

VILLAGE TYPES

Village Type	Area (AC)
Residential	± 5,317 AC
Suburban	± 1,611 AC
Urban	± 1,986 AC
Resort / Town Center	± 787 AC
	± 734 AC

NOTE: This plan is diagrammatic only and is intended to show potential configuration. The plan is only conceptual and is not based upon a detailed survey of existing site conditions such as property limits, subsurface conditions, limits of trees, topographic utilities, easements, etc. October 21, 2007.

VILLAGE CONCEPT MASTER PLAN

a new 5300 acre masterplan for
LINCOLN HIGHLANDS
 C AND O HOLDINGS





EXHIBIT "C"
CONCEPTUAL SITE PLAN

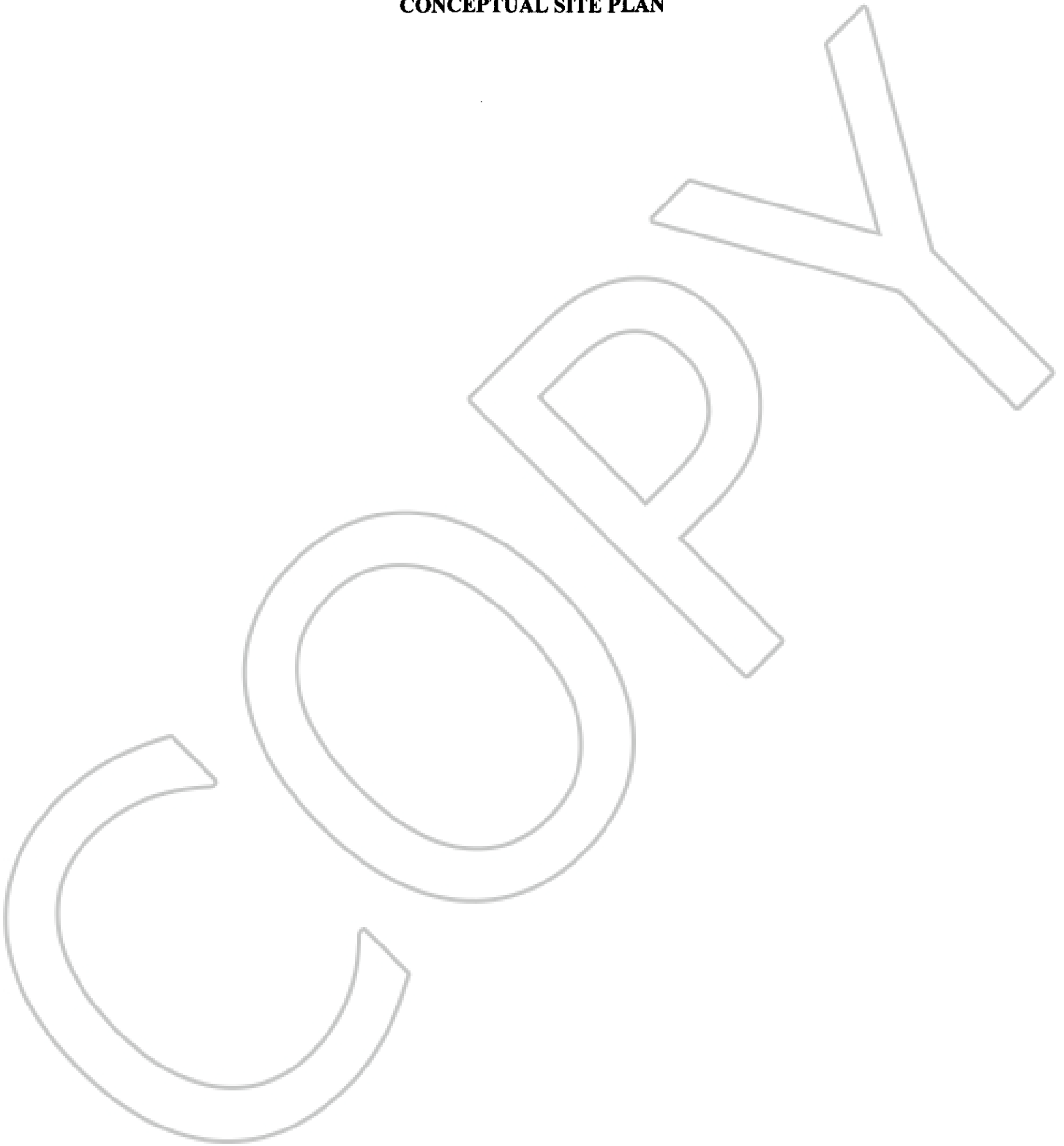


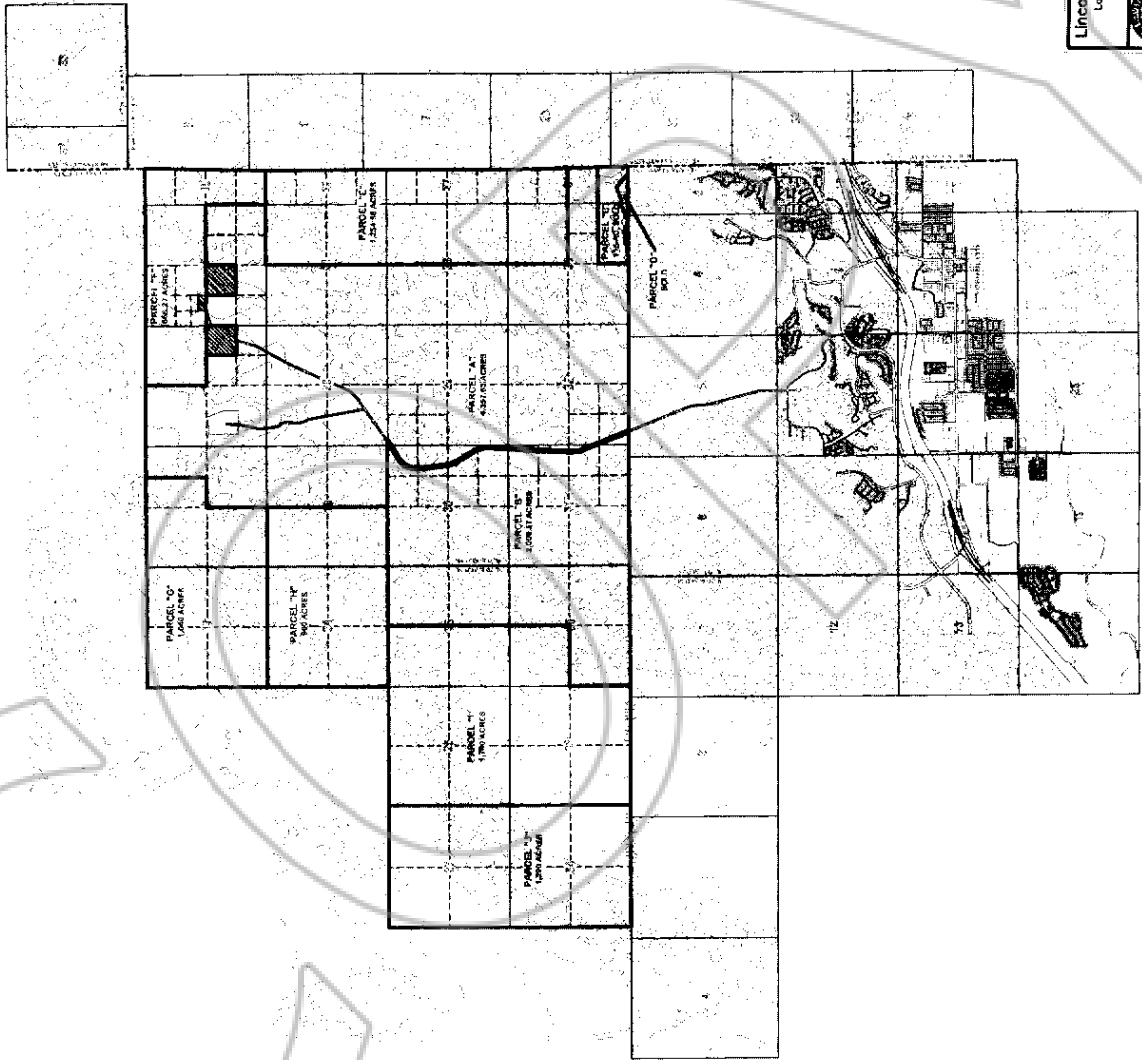


EXHIBIT "D"
PARCELS WITHIN THE LCCRD



Lincoln County Land Act of 2000

Lands Identified for Sale Under the Act
Mount Diablo Meridian



Scale
0 2000
Feet
Scale 1" = 2000'

Lincoln County Land Act of 2000
Lands Identified for Sale Under the Act
Mount Diablo Meridian

THE COUNTY OF LINCOLN, CALIFORNIA
400 WEST 10TH STREET, SUITE 100
LINCOLN, CALIFORNIA 95957
TEL: 916.434.2500



09/25/08 04
111



EXHIBIT "E"
SID FINANCING PLAN

COPY

**EXHIBIT D****PUBLIC FACILITIES FINANCING PLAN**

This Lincoln Highlands Master Planned Community Public Facilities Financing Plan ("Financing Plan") outlines the basic terms and conditions pursuant to which the County and the Developer will cooperate to establish one or more Special Improvement Districts ("SID" or "SIDs") pursuant to NRS Chapter 271 for the acquisition and/or construction of public improvements applicable to the Subject Property. The principal goals of the Financing Plan are to:

- Establish one or more SIDs consistent with the Financing Plan.
- Establish a plan so that the Developer has reasonable certainty as to how each SID will be implemented.

Capitalized terms not otherwise defined in the Financing Plan, shall be defined as provided in the Agreement to which this Financing Plan is an exhibit thereto.

1. **Formation.** The Developer and County will cooperate to initiate proceedings to form one or more SIDs pursuant to the Alternative Procedure for Local Improvements (NRS Chapter 271.700 to 271.730, inclusive). The Developer shall advance the required cost of forming each SID subject to reimbursement of the amount advanced and the Developer's reasonable costs and expenses in connection with formation, out of the first available SID bond proceeds. The County agrees to use best efforts to complete the SID proceedings and record the final assessment roll within 180 days following the Developer's request to commence proceedings.

2. **Boundary.** The Subject Property may contain one or more SIDs whose boundaries will be entirely within the Subject Property.

3. **Authorized Improvements.** Costs of the facilities ("Facilities or Facility") to be constructed by the Developer that are eligible to be financed with SID bond proceeds are as follows:

- a. The actual hard costs for the construction of a Facility, including labor, materials and equipment costs;
- b. The costs incurred in designing and preparing the plans and specifications for a Facility;
- c. The costs of environmental evaluation of or relating to a Facility;
- d. Fees paid to governmental agencies for obtaining permits, licenses or other governmental approvals for a Facility;
- e. Costs of construction management and supervision;
- f. Professional costs associated with a Facility, such as engineering, legal, accounting, inspection, construction staking, materials and testing and similar professional services;
- g. Costs directly related to the construction of a Facility, such as costs of payment, performance and/or maintenance bonds and insurance costs;



- h. The value of any real property or interests therein that is required for the construction, maintenance or operation of a Facility, provided such real property is not required to be dedicated pursuant to the Agreement; and
- i. Interest costs incurred by the Developer at the greater of the 3-month LIBOR rate on the date of payment by the Developer or 6% per annum. Interest shall be accrued from the date of payment by the Developer until the date of reimbursement.

The foregoing costs, in aggregate, as pertaining to any individual Facility shall comprise the amount that the Developer shall be compensated ("Purchase Price") by the County for the acquisition of said Facility.

Discrete components of the Facilities consisting of usable segments and various cost categories relating to such segments may be funded by the SID. Examples of cost categories consisting of discrete components are as follows:

Streets

- Planning, design, engineering and permitting;
- Grading;
- Paving (other than final asphalt cap, curb, gutter, lighting and dry utilities);
- Sidewalks;
- Real property costs; and
- Final lift, asphalt cap and other final completion items and remaining soft costs.

Wet Utilities (Sewer, Water, Reclaimed Water, Storm Drain)

- Planning, design, engineering and permitting;
- Grading and trenching;
- Installation of channels, pipes, basins, rip rap and other structures;
- Real property costs; and
- Final completion items and remaining soft costs.

Parks and Trails

- Planning, design, engineering and permitting;
- Grading;
- Installation of irrigation, landscaping, parking facilities, play and recreation equipment, bathrooms and other structures;
- Real property costs; and
- Final completion items and remaining soft costs.

Facilities may be reimbursed as payment requests are submitted based on actual cost without prioritization. If the Developer or its designee serves as construction manager on Facilities, such entity shall be paid a management fee of 7.5% of the contract prices of all contracts managed by such entity.

Receiving Agencies. The Developer is required, at no cost to the County, to transfer fee title or acceptable easement to the County or, if directed by the County, to another government entity ("Applicable Entity") for that portion of its Property required for construction of the Facility of a size and in a form acceptable to the County or the Applicable Entity, free and clear of any mortgage, security interest, easement, lien, or any other encumbrance not previously approved in writing by the County or

Applicable Entity. Once construction of a particular phase of the Facility has been completed, the Developer will provide the County with the required documentation necessary for the County to acquire the phase of the Facility; provided that the Developer will submit for acquisition only phases with a cost of \$100,000 or more. Upon acceptance of a phase of the Facility, the County will cause the applicable Purchase Price to be paid to the Developer from amounts on deposit in the construction fund ("Construction Fund"). However, any portion of the Facility that involves, in whole or in part, improvements being transferred to an Applicable Entity, will be paid for by the County only after the particular component of the Facility has been inspected, approved, and unconditionally accepted by the Applicable Entity, and appropriate title transferred to the Applicable Entity.

As an alternative to the foregoing method of acquisition, at the Developer's request, the County will expend bond proceeds through a County-established progress payment system on uncompleted Facilities utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the County, each in an amount at least equal to 100% of the cost of the Facility/Facilities, and otherwise in such form as is approved by the County Manager must be provided to the County and must each indicate that the County is a beneficiary of those bonds.

4. **Financing Criteria.** The County will assist in issuing Property SID bonds to acquire or construct the Facilities using the following parameters:

- a. A precondition to the issuance of bonds shall be that the value of the real property subject to special assessments required to repay the bonds shall be at least 3 times the amount of the bonds and any other land-secured debt (excluding any proceeds of the bonds to be deposited in an escrow fund), provided, however, the County and its bond counsel does not view such ratio as posing unusual credit risk. In order to reduce issuance, administrative and interests costs, provide certainty as to the availability of the proceeds of the bonds to fund the Facilities and facilitate efficiency in such funding and the construction of the Facilities, bonds may be issued and a portion of the proceeds escrowed pending increases in the value of property subject to special taxes to achieve a 3:1 value lien ratio;
- b. A bond term of thirty years;
- c. Up to twenty four months capitalized interest;
- d. A reserve fund "Reserve Fund" equal to the lesser of the maximum annual debt service or 10% of the total bond amount shall be established. Furthermore, any interest earnings generated by the Reserve Fund shall be transferred to the Construction Fund until all Facilities have been acquired by the County;
- e. Annual debt service shall be permitted to escalate up to 2% per year;
- f. The interest rate applicable to the assessments may be up to 25 basis points (0.25%) higher than the highest rate of interest on the bonds to pay costs of the administration of the assessments. However, the actual interest rate will be determined based on the County's actual cost to administer the assessments, in an amount not to exceed 25 basis points higher than the highest rate of interest on the bonds; and
- g. Full or partial prepayment of the special assessments shall be permitted.



5. Consultants. The County will permit the Developer to choose the consulting engineers, assessment engineer, appraiser, absorption consultant, and underwriter provided that the entities chosen are acceptable to the County. The County will select its financial consultants, bond counsel, and bond trustee. The payment of all fees and expenses of these consultants (selected by the County) shall be the responsibility of the Developer; however, these consultants will be responsible to, and will act as consultants to, the County in connection with the SIDs.

6. Bond Release and Fee Credits. The County agrees to relieve the Developer or its designee of any improvement security or performance bond requirements relating to and otherwise applicable to the Facilities to be funded with the SID bonds which have been issued and sold.

7. Other Funding Sources. The County agrees to exercise best efforts in accordance with applicable law to apply for and diligently pursue regional, state, and federal funds that may be available to supplement funding of some or all of the cost of Facilities.

8. Administrative Modifications. The provisions of this Financing Plan may be modified with the consent of both the County Manager and the Developer in order to address economic circumstances, Property revisions, bond underwriting criteria or other factors consistent with the Development Plan and County and Developer's objectives with respect to the Property and Facilities.

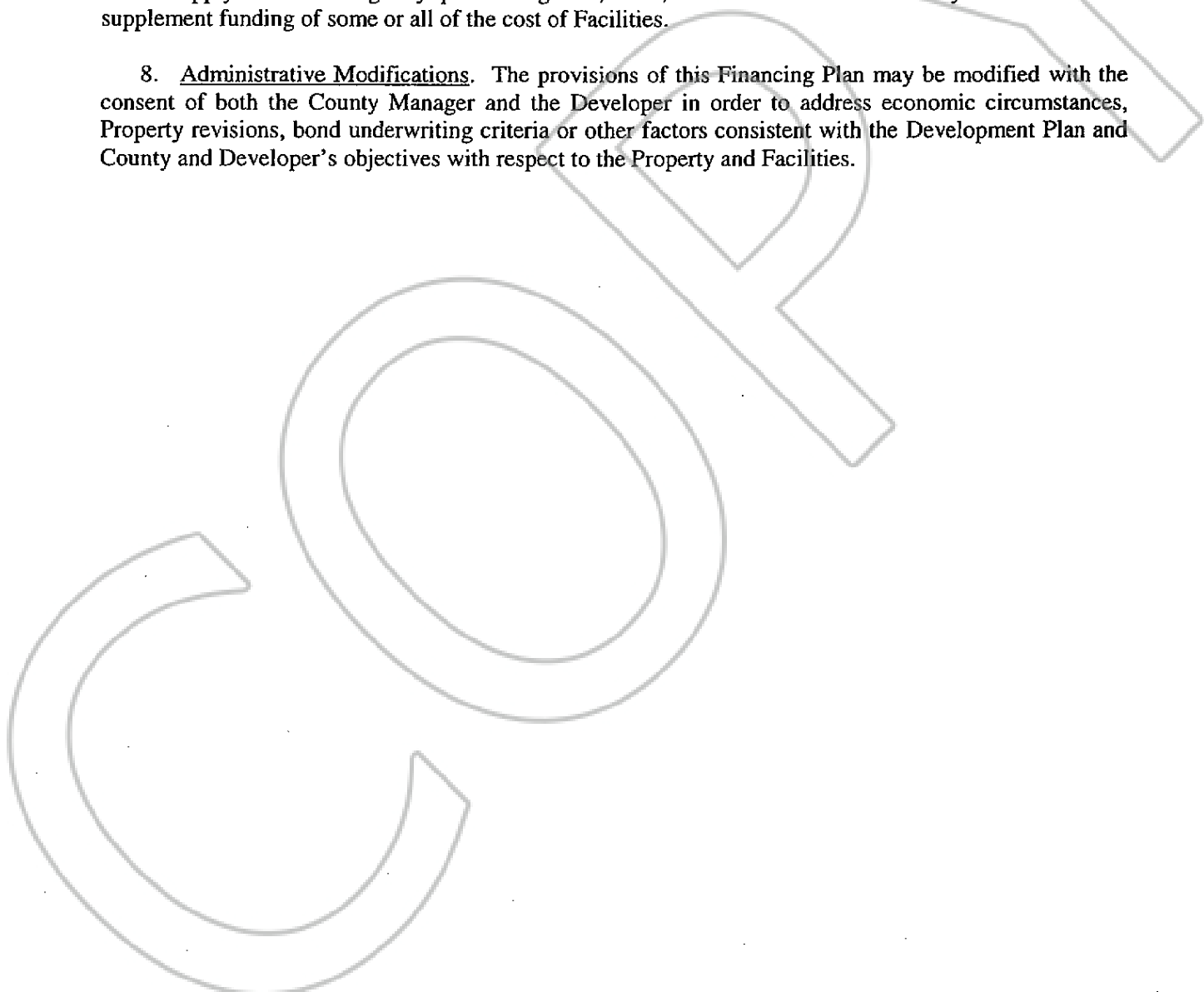




EXHIBIT "F"
SPECIFIC CODES, ORDINANCES, RULES, FEE SCHEDULES, REGULATIONS AND
OFFICIAL POLICIES:

(Add Lincoln County Code as Applicable at Effective Date)

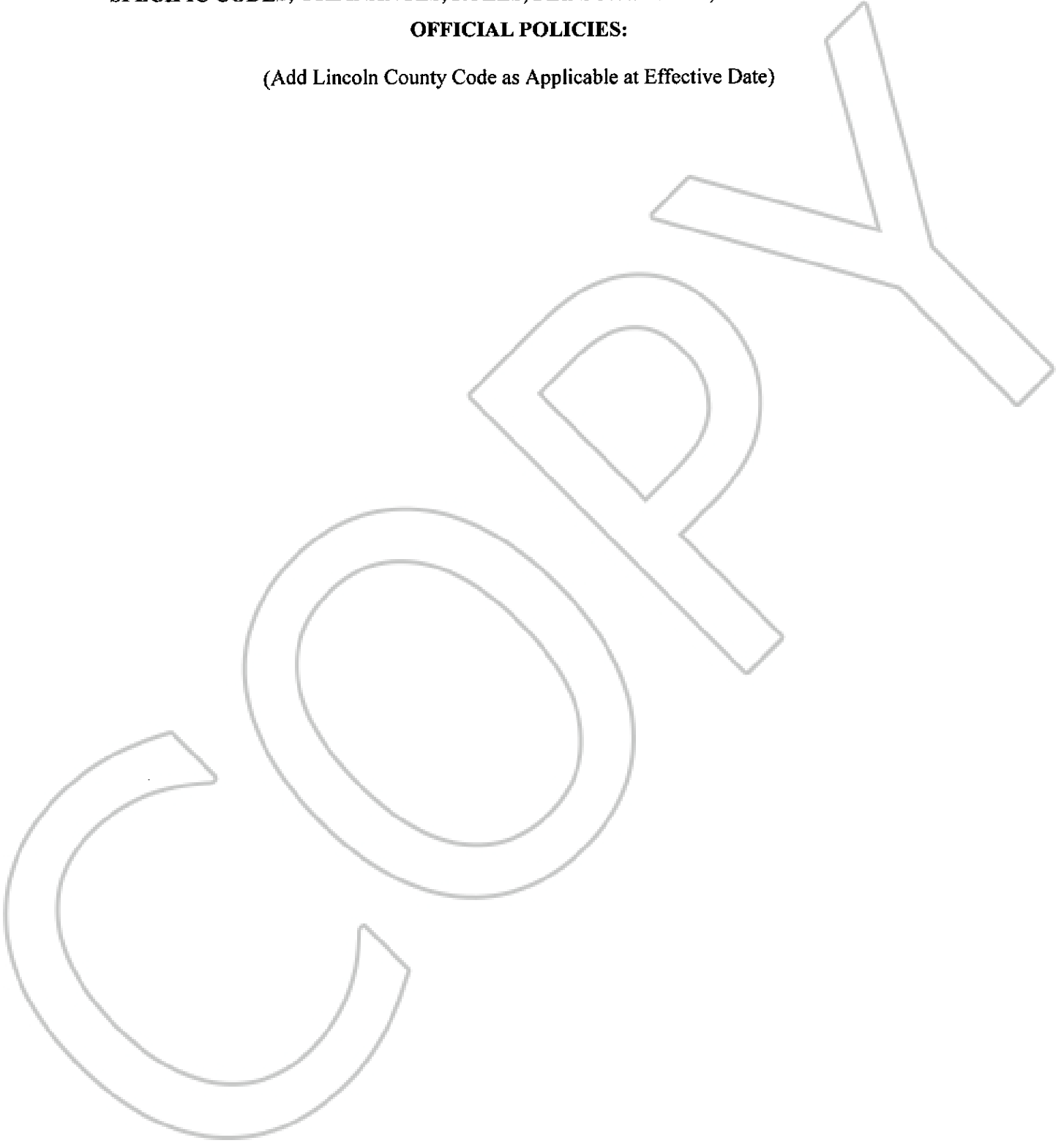
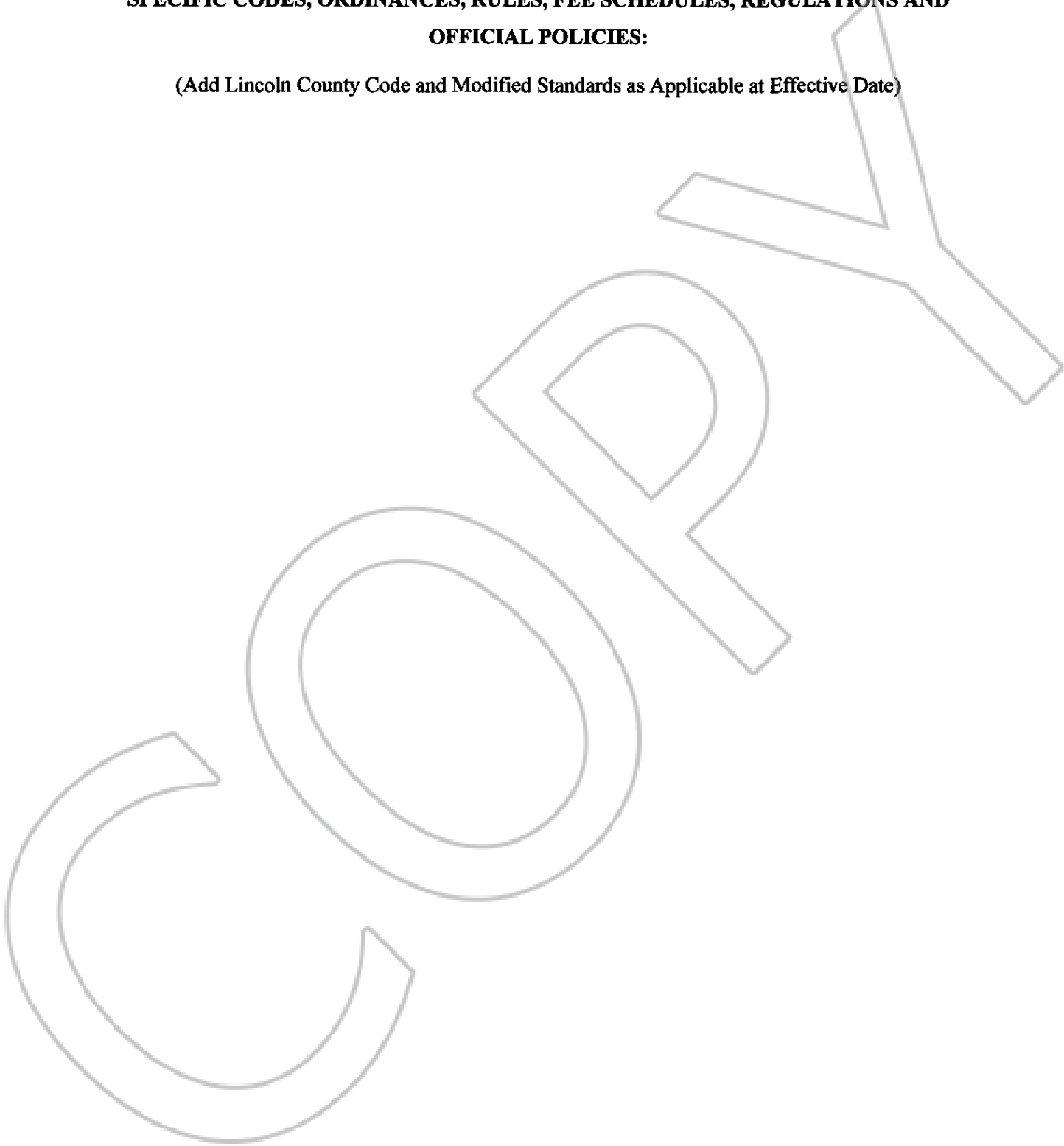




EXHIBIT "F"
SPECIFIC CODES, ORDINANCES, RULES, FEE SCHEDULES, REGULATIONS AND
OFFICIAL POLICIES:

(Add Lincoln County Code and Modified Standards as Applicable at Effective Date)





LINCOLN HIGHLANDS MODIFIED STANDARDS

TOQUOP TOWNSHIP

PLANNED UNIT DEVELOPMENT ORDINANCE

Title 14 of the Lincoln County Code

As modified and approved on September, 15, 2008 for Lincoln Highlands

Lincoln County, Nevada

Revisions adopted at public hearing on March 5th, 2007

*Recommended by the Lincoln County Planning Commission
on January 8th, 2007.*

Originally Adopted December 6, 2002



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CHAPTER 1 PLANNED UNIT DEVELOPMENT

14-1-1: PURPOSE

- A. Create, enhance and foster public health, safety and general welfare in the area known as the Lincoln County Land Act area (Toquop Township). Ensure that this undeveloped area of over 13,000 acres that is located far from existing county services and facilities is planned appropriately as a region considering limited county resources, surrounding land uses and jurisdictions and lack of infrastructure in the area. This region is to be developed to provide for high quality public services that complement existing services throughout the county.
- B. Ensure that development in the Toquop Planning Area provides for a positive benefit to the county tax base (as described in the fiscal impact report) capable of sustaining long term growth.
- C. Encourage innovations in residential, commercial and industrial development so that the Toquop area provides unsurpassed opportunities for housing, education, recreation, shopping and employment for Lincoln County residents.
- D. The general intent for the Toquop area is to create an ideal, safe, and healthy community and environment where people can live, work, and play to the fullest extent. Goals will include traditional village designs, providing for a market driven mixture of development, incorporating multiple lifestyle concepts to maximize absorption rates and planning flexibility for the developer and planning and support certainty for public services and facilities.
- E. Provide for harmonious selection of uses and groupings of buildings, parking areas, circulation and open spaces. Design and development standards are set forth within this title and are intended to act as a minimal rule for all development in the area. Proposing elements beyond these standards is highly encouraged (examples: more landscaping than minimum standards is always desirable, more community protection facilities than required, etc.)
- F. Provide for an integrated community system including trails and extensive pedestrian/bikeway systems, and locations for future mass transit facilities encouraging public access to areas throughout Toquop without the use of a car. Parking requirements will meet specific land use needs.



Developers will be asked to incorporate features such as trails, pathways, cart paths, bike facilities and future transit locations to reduce dependence on automobiles.

- G. Encourage conservation of natural resources (including known water resources) and protection of air quality through the encouragement of home occupations and mixed use zoning to reduce vehicle trips, planning for mass transit and alternative transportation, limiting turf landscaping to reduce water usage, protection of the natural landscape by minimizing the amount of grading and anchoring neighborhoods and roadways with existing topographical features to reduce erosion and ground disturbance.
- H. Maintain consistency with the policies and goals of the Lincoln County Master Plan, Water Plan and the Public Land Policy Plan.
- I. Provide for orderly development of the Toquop Township Planning Area and to promote high quality development and supporting service for its residents including workforce housing options.

14-1-2: APPLICABILITY AND AUTHORITY:

- A. Tentative Approval Per Nevada Revised Statutes 278A, an application for tentative approval of the plan for a planned unit development must be filed with the county by or on behalf of the landowner (see chapter 4 of this title for submittal requirements) and the administration of the planned unit development be consistent with the provisions set out in Nevada Revised Statutes 278A and this Title.
- B. Suspension and Revocation: Upon violation of any applicable provision of this title or upon failure to comply with conditions, the PUD approval shall be suspended and shall be subject to revocation upon notification to the owner of the subject property.
- C. Approval: A PUD approval pursuant to these provisions shall run with the land and shall continue to be valid upon a change of ownership of the site or structure, which was the subject of the application.
- D. Any proposed Master Development Plan submitted for review by the county for development in the Toquop Township Planning Area must be in substantial conformance with Title 14, including land use districts described in this ordinance and allowed uses. Any proposed modifications must be outlined in a development agreement and described in the Master Development Plan in a deviations document.



CHAPTER 2 ZONING DISTRICTS

14-2-1: DISTRICTS ENUMERATED:

- A. Density for each master parcel within Toquop shall not exceed 3.3 residential units/acre. Residential PUD's must be primarily residential with no more than 20% of total area in commercial uses.
- B. Commercial PUD's must be predominately commercial uses with no more than 5% of total area in residential uses. Residential density cannot exceed 25 units/acre in the residential portion.
- C. Industrial PUD's must be predominately industrial and commercial with no more than 5% of total area in residential uses. Residential density cannot exceed 8 units/acre in the residential portion.

District Name	Abbreviation	Units/ acre of intensity of use	Minimum lot size "square feet" or PUD size in acres	Types of uses allowed
Rural estates	R-E	1		Residential only and those uses accessory to the primary use.
Rural residential	R-3	2	15,000	Residential only and those uses accessory to the primary use.
Single-family	R-1	4	6000	Residential only and those uses accessory to the primary use.
Single family	R-1 a	10	4500	Residential only and those uses accessory to the primary use.
Medium residential	R-M	16	Attached units	
High residential	R-H	26	Attached units	Special Use Permit Required
Commercial/professional	C-P			Offices only, no retail services
Limited commercial	C-1		10 acre PUD	Transitional use to C-2, can abut neighborhoods, single story only
General commercial	C-2		10 acre PUD	Cannot abut single-family neighborhoods
Mixed Use Residential/commercial	X-U			Commercial on first floor only
Industrial	M-1	Light Use	10 acre PUD	Industrial , Residential up to 5%
	M-2	Heavy Use	10 acre PUD	
Hotel/Resort	H-1			Resort only- No casino permitted
	H-2			Resort/casino- Casino permitted
Public Facility	PF	Heavy Use w/special use permit	5 acres	Includes schools, government offices, emergency services and public facilities.
Open space	O-S			May include Public Golf Courses Up 25% total OS area.
Park	P	Uses per Title		Parks and allowable facilities
Agricultural	A-3	5-10		May include interim ag. Uses



CHAPTER 3
MINIMUM STANDARDS OF DESIGN

14-3-1: MINIMUM STANDARDS:

Nevada Revised Statutes 278A sets forth minimum standards of design for all PUD's, which must be met. This section includes standards for the Toquop Township Planning Area which may be more restrictive.

14-3-2: OWNERSHIP:

The tract shall be a development of land under unified control at the time of a Master Development Plan application and planned and scheduled to be developed as a whole. Subsequent land divisions, (including all maps) developments and ownership changes shall refer back to the original Parcel A- J as the parent parcel.

14-3-3: MINIMUM SITE/DEDICATIONS:

The minimum total PUD shall be no less than ten (10) acres for commercial/industrial uses. These uses must be coordinated with a larger master PUD of no less than one hundred (100) acres. A minimum of 25% of gross PUD area will be required for public facilities, parks and open space.

14-3-4: ENCOURAGING DEVELOPMENT:

The use of the PUD concept will encourage the best use of all property within the Toquop Planning Area including the protection of sensitive areas while encouraging varying levels of uses and intensities where appropriate.

14-3-5: RESIDENTIAL DENSITY:

Residential development in a master development plan shall provide for a variety of housing types and design allowed in any of the residential zoning districts. While overall residential density is limited to 3.3 units per acre, the number of dwelling units allowed may be flexible from parcel to parcel. Densities in a tentative PUD shall consider increased efficiency in the provision of public facilities and services based upon such factors as: location, amount proposed use of common open space, retention of slopes, natural drainages, water usage, internal connectivity of roadways and paths, design and type of dwelling units, physical characteristics of the site, site design and landscaping.



14-3-6: ARCHITECTURAL STYLE; APPEARANCE:

The overall appearance and compatibility of individual buildings to other site elements or to surrounding development will be of high consideration during PUD review by the commission, however, unique architectural styles that enhance the community are encouraged through design handbooks or CC&R's. Public facilities, signage (provided by the developer) and siting will be developed to the same style and or village theme as the adjacent development. Design handbooks may be submitted for each project which set forth more specific and restrictive guidelines for development.

14-3-7: STREETS, UTILITIES and FACILITIES:

The uniqueness of each proposal for a PUD may allow design specifications and standards for streets, utilities and services to be subject to minor modifications of the specifications and standards established in this title and other county ordinances governing their construction. The plans and profiles of all streets, utilities and services shall be reviewed, modified if necessary and approved by the county per adopted standards prior to the final approval of the PUD. All PUD's shall be served by public or community water and sewer systems versus private wells or septic systems.

14-3-8: CONFORMANCE TO CODES:

All Planned Unit Developments and related development and uses in the Toquop Township must conform to the standards and uses listed in this Title and other applicable Titles of the Lincoln County Code and conform to the current Lincoln County Master Plan.

14-3-9: COORDINATION OF ALL DEVELOPMENT

All developers/owners within the Toquop Planning Area should coordinate planning and funding efforts for the development of roadways, utility corridors, provision of public services and facilities, layout of land uses, connections for roads, trails and open space, protection of significant landscape features, planning for emergency services and protection of floodplains. Lincoln County may require bonding (see section 14-4-4) or assess impact fees for development pro-rated per acre, dwelling unit or square footage to reimburse a pooled fund held by the county or designated group for regional engineering studies related to; drainage, transportation, utilities, geotechnical, off site roadway improvements, 911 system, technology services or other public facilities necessary for the overall development of the Toquop Township Planning Area.



14-3-10: DEVELOPMENT AGREEMENTS

Development agreements will be required by Lincoln County in the Toquop Planning Area to determine both financial and public service commitments of both the developer and the county. This will ensure an orderly and coordinated development and to provide the public services appropriate stages of the project.

These agreements will also outline cost-sharing mechanisms that are equitable, proportionate and reimbursable for all property owners/developers for necessary development costs and impacts to county operations in the Toquop Township Planning Area and for infrastructure and specific public facilities as it relates to its proportional share of the overall development of the Toquop Planning Area.

14-3-11: EXTENSION OF INFRASTRUCTURE INTO UNDEVELOPED OR UNDERDEVELOPED AREAS

Analysis by Lincoln County to construct infrastructure in undeveloped area: Establishment; contents; approval; funding; provision to regional transportation commission, capital improvements committee and county planning commission.

- A. Lincoln County may require an analysis, recovery of costs for planning, engineering and related studies to construct infrastructure in an area which is relatively undeveloped and which is likely to become developed ensuring goals set forth in the county master plan.
- B. The analysis of the cost to construct infrastructure in an area that is relatively undeveloped must include, without limitation:
 - 1. A precise description of the area, either in the form of a legal description or by reference to roadways, lakes and waterways, railroads or similar landmarks, and township, county, city or state boundaries. It shall also include the proximity of the area to other developed areas that are currently served by Lincoln County services or other jurisdictions and or infrastructure and the ability of the county to provide for such services/facilities.
 - 2. An estimate of the expected total population of the area when the land becomes fully developed and cumulative impacts to proposed systems upon full build out.
 - 3. An assessment of the infrastructure and public services that will be



necessary to support the area when it becomes fully developed in accordance with master plan policies or zoning ordinance provisions adopted by the governing body and for adjacent jurisdictions;

4. A plan for the development of the infrastructure which includes, without limitation:
 - a. Any minimum requirements for the development of infrastructure that have been determined by the county commission or Regional Transportation Commission;
 - b. A plan to meet the anticipated creation, operation and maintenance needs of the area for police and fire protection, parks, roads, regional transportation and flood control facilities when the land becomes fully developed;
 - c. An estimate of the date on which each phase of the development will occur including the ratio of residential, commercial and industrial uses;
 - d. The manner in which the plan for the development of the infrastructure will be implemented;
 - e. Any interim or long term transportation or drainage infrastructure plans;
 - f. An economic analysis of the cost to plan, fund, fully develop and maintain the infrastructure for the area; including both on-site or off-site improvements required
 - g. Any necessary pre-development fees, bonding measures, reimbursement methods and provisions for a fund held by the county and provided by the developers to administer such studies, including administrative fees and interest;
 - h. Any fees or other cost recovery methods will be based upon planning and engineering studies for area-wide infrastructure improvements reasonably related and beneficial to the particular development seeking approval;
 - i. Updates to any capital improvement plans for the county; and
5. The governing body may, if it finds that the analysis of the projected need and associated funding strategies for infrastructure planning is consistent with the Lincoln County Master Plan and will meet the purpose of the Toquop PUD ordinance, and will not conflict with adjacent roadway plans, approve the analysis by ordinance and require such findings to be part of a master plan amendment, development agreement or any amendments to either document.
6. Any related fees for undertaking regional studies may be collected through a development agreement, application or impact fees, or paid by a dedicated county fund with contributions made by the

developers or the county. Dedicated facilities provided by the developer through a development agreement will not be credited per this section (preliminary studies) but may be considered reimbursable for other public needs provided to the county in the development agreement. Fees recovered using public expenditures may include interest and administrative costs.

7. The governing body shall provide the necessary copies of the analysis to the Regional Transportation Commission, Capital Improvement Committee and Planning Commission for review and information.

C. Lincoln County is authorized to negotiate master development agreements to carry out plan for infrastructure.

1. Lincoln County may carry out the planning for infrastructure by negotiating terms as part of a development agreement, retaining consultants for studies for regional improvements in order for the Toquop Area to be developed in a coordinated manner.
2. As used in this section, "master development agreement" means a written agreement:
 - a. Between a governing body and a person(s) who has a legal or equitable interest in land that is entered into upon the application of the person who wishes to develop that land;
 - b. To enable the governing body to distribute equitably the costs to develop infrastructure for an area of land that is largely undeveloped; and
 - c. That is based on an analysis of the need for infrastructure based on a capital improvements plan or construction/phasing plan for a Planned Unit Development.
 - d. That will impose fees on a "proportional" basis to owners where a "nexus" exists between the proposal development and the impact to public systems or public safety.

D. Analysis for regional planning and engineering studies for the entire Toquop Township Planning Area may be required before the county may approve a development agreement for Master Development Plan. An analysis will be done to determine the types of studies to be considered in a regional study, any potential impact fees or development agreement fees, the cost sharing and re-imbursement provisions necessary, and the development of a dedicated fund where as Lincoln County will serve as a the trustee.



CHAPTER 4
DEVELOPMENT APPLICATION PROCEDURES

14-4-1: DEVELOPMENT APPLICATION PROCESS:

A. An application for Master Development Plan must be filed with the county by the landowner or on behalf of the owner in accordance with Nevada Revised Statutes 278A. A pre-submittal conference is required between these parties. All land divisions for any approved uses/structures in the Toquop Planning Area will be required to follow the PUD process listed in NRS 278A, Title 14 and Title 13 where applicable.

B. Application Fee.

A non-refundable fee established by the Lincoln County Planning Fee Schedule for the review, consideration, and approval/denial or conditioning of an application for all stages of a PUD plan approval.

C. Other county reviews

Any special use permit or variance requests made as a part of the Planned Unit Development must be submitted concurrently for review with the tentative PUD plan. Separate fees will apply.

D. Mandatory Pre-Submittal Conference.

Prior to submittal of a Master Development Plan application, a pre-submittal conference application must be filed, with the Planning Director, by the owner and be accompanied by the pre-submittal conference fee required in this chapter.

1. A pre-submittal conference will then be scheduled by the Planning Director to be held within sixty (60) working days of the application filing.
2. The pre-submittal conference will be held with the owner (or an authorized representative) Planning Director, one county commissioner, county manager, additional staff as required, including staff from other affected agencies or jurisdictions that may have an interest in the tentative PUD plan.
3. The purpose of the pre-submittal conference is to discuss the proposed tentative plan and review submittal requirements. No decisions will be rendered or actions taken.

E. Master Plan Amendment Application

1. Master Plan amendments for a PUD area will be required prior to the

approval of a Development Agreement.

2. Applicants will need to demonstrate that Development Agreement and Master Development Plan proposal are in conformance with the adopted master plan. This may require an amendment to the master plan and/or master plan map, the submission of an area/specific plan and findings to support the planned development request.

F. Development Agreement Application

1. An overall Master Development Plan may require a concurrent submission of a development agreement. Such agreements may require plans or studies listed as requirements of this ordinance or deemed necessary for the development agreement to fulfill the overall intent of this ordinance and the county master plan.
2. Pre-application meetings will be required with developers to identify necessary submittal components of the development agreement.
3. The development agreement materials will be reviewed by Lincoln County within 30 days after submission. A letter of completeness will be provided to the applicant stating any inadequacies.
4. The applicant will have 30 days to respond.
5. Once an application is determined to be complete, or further materials are not provided by the applicant, a public hearing will be scheduled for review by the planning commission. Any incomplete applications will be recommended to the Planning Commission for denial.
6. Planning Commission will be provided a recommendation by staff and have up to 30 days to forward a recommendation to the County Commission. Continuances may be requested by the applicant or the county for a period of up to 60 days.
7. The Lincoln County Board of Commissioners will have final authority on any proposed development agreements. Development Agreements will be adopted by ordinance.
8. Fees for review of Development Agreements, PUD's and Master Plan Amendments are determined by the county commission and described in the county planning fee schedule.
9. Development Agreements may require timing thresholds for the submission of materials set forth in Master Development Plan applications for larger studies or those requiring a greater degree of coordination with adjacent parcels. (A-J) All Master Development Plan application materials must be submitted within a time specified



in the Development agreement and prior to a division of large parcels.

- 10. The following items may be submitted in accordance with section F-9 above. 14-4-2; O1, O-2, O3, O4, O10, O12, O16.
- 11. A synopsis must be required for item listed above in F-10 for the Master Development Plan application that describes the preliminary issues known at the time of application and the approach being taken to provide detailed information to meet application completeness.

G. Master Development Plan Application

- 1. For any planned unit development to be developed in multiple phases/or with multiple developers a Master Development Plan will be required for review and adoption concurrently with a development agreement (if not already included with the development agreement) and prior to the submission of the first tentative PUD proposal or land division. **The application submittal requirements for Master Development Plan are listed below in section 14-4-2 in italics.**
- 2. Variations of this approval for standards may be approved by the Planning Director for up to 10% of density and area allocations allowed in the Master Development Plan. Modifications greater than 10% will require a full review under this and other applicable sections.
- 3. Design Handbooks may be submitted concurrently with development agreements to provide more detail for development types and improve the village concept. A deviations document must be submitted with a Master Development Plan indicating comparable sections of the this ordinance to any proposed modifications of this ordinance (with justification) being requested as part of the development agreement.
- 4. The Master Development Plan for the proposed development shall include findings to satisfy the following expectations:
 - a. Is compatible and harmonious with adjacent existing land uses and potential surrounding development areas.
 - b. Protects the general prosperity, health, safety and welfare of the community.
 - c. Demonstrates a proportional provision of public services, utilities and infrastructure based on potential build out of parent parcel.
 - d. Describes how the proposed development will be designed



- and operate in conjunction with the overall Toquop Area.
- e. Avoids premature or inappropriate development.
- f. Provides adequate infrastructure, public facilities, interim funding and public services as required in the Development Agreement.
- g. Ensures an orderly and creative arrangement of land uses, including hillside areas, compatible with the village type proposed, that may include a variety of housing types, commercial services, employment and recreational opportunities, and common open space areas for recreational purposes, or any combination thereof, designed to achieve a balanced integration of economic, housing, and recreational opportunities within the overall planning area.

H. Subdivision of Master Development Plan Parcels

1. Parcels to be divided prior to sale from parent parcels A-J will be required to submit a Map of Large Parcels for review.
2. All requirements listed in Title 13 of the Lincoln County Code will be followed in addition to any requirements set forth in approved development agreements for the master parcels.
3. Tentative maps will require the identification/dedication of roadways, trail networks, parks, public facilities, funding for regional studies per section 14-3-11, or other planning elements to enable the Toquop Township to function as one planned area.



14-4-2: TENTATIVE PUD PLAN SUBMITTAL:

Submittal of a PUD application will require the applicant to disclose and include the following: Items *italicized* will be required for both the conceptual and tentative PUD application.

- A. *Justification Letter: Letter addressing the request to vary to current zoning district (s) of the area and to allow a Planned Unit Development.*
- B. *A statement of the purpose and objectives of the PUD. Overview of setting and existing conditions and why land use conditions justify a PUD.*
- C. *In the case of a plan which proposes the development of a planned unit development in multiple sections, or over a period of years, a schedule of proposed times for the submittal of final plans for each section shall be provided.*
- D. *Land Use Plan: Type, density, and proposed land uses of the land to be developed (including a computation table showing all proposed land use allocations in acres and percent of total site area) and proposed allocations of land use expressed as a percent*
- E. *age of the total area and in acres. This land use plan will outline general land uses that are proposed major roadway alignment and trails Uses to be indicated include:*
 1. *Arterial, collector, local public and private streets.*
 2. *Open space (public and private).*
 3. *Parks, Trails and Plan per section and recreation facilities*
 4. *Pedestrian accessways and trails*
 5. *Residential subdivisions*
 6. *A stratification of residential uses in terms of single-family detached units, patio homes, townhouses, garden apartments, etc.*
 7. *Commercial Districts- ratio to other uses. Number of proposed units for commercial districts.*
 8. *Industrial Uses (if appropriate) – shall be reviewed through a special use permit.*
 9. *Other public use areas, including schools, golf courses and utilities.*
 10. *Public emergency infrastructure facilities.*
 11. *Golf/Resort/Casino Districts and acreages.*



- F. *The ratio of residential to nonresidential use.*
- G. *Legal: Location, size, property boundaries, and legal description of parcel (indicating gross area).*
- H. *Name and Address: Name and address of record of owner, architect, engineer, surveyor, planner and contractor known at the time of filing.*
- I. *Drawings: Minimum twenty four inch by thirty six inch (24" x 36") drawings providing date, north arrow and scale (a scale of not less than 1 inch equals 20 feet.)*
- J. *All maps and documents are to be furnished in a digital format acceptable to Lincoln County for conceptual, tentative and final maps.*
- K. *Vicinity Map: A vicinity map at a scale of not less than one inch equals two thousand feet (1" = 2,000').*
- L. *Location Map: Map showing surrounding land uses and traffic circulation patterns.*
- M. *Address map illustrating proposed addresses based on county addressing system ordinance, policy and grid. All private street names will signed according to NRS 278A.360. Major arterials names shall continue from adjacent jurisdictions and be delineated based on a directional prefix.*
- N. *Site Conditions: An analysis of the existing site conditions which indicates topographic contours with intervals of no more than two feet (2'), to a distance of one hundred feet (100') beyond the property boundary, location and extent of major vegetative cover (if any), grade considerations, existing drainage and flood patterns and special flood hazard zones, areas of fissuring and/or subsidence.*
- O. *Aesthetics: Approximate height, bulk, and location of all buildings and other structures as well as architectural features and exterior materials planned.*
- P. *Reports: Technical reports including the following:*
1. *Water supply report indicating the quantity of water demanded during, and after, its construction, estimated by applying a demand factor established by the provider of water service, or an equivalent calculation, to the number of units that will be created, and the gross acreage that will be occupied by the project. Water consumption by irrigation, commercial use and industrial operation water use of the PUD must also be described. Water plans will include reservoirs as needed for supply and emergency storage.*

2. *A conservation plan for water must be attached describing the measures to be utilized to maximize the use and re-use of water resources. Report must be accompanied by a statement from the Lincoln County Water District or other approved water purveyor verifying an adequate supply of water for the project. Water treatment overview with proposed treatment, methods and operations will be discussed. A plan for water distribution and delivery shall also be provided outlining how water will be distributed to the entire Toquop Area and within the subject area. Any proposed split piping systems need to be outlined with this point.*
3. *Wastewater treatment report indicating the quantity of sewage effluent generated, estimated by applying a sewage generation factor established by the provider of sewer service, or an equivalent calculation, to the number of units or area of indoor floor space that will be created. If there is no provider of sewer service available, submittal of a plan for this service to be provided is required. Average daily flows from all proposed land uses will be provided. If transitional treatment systems are proposed, then those benchmarks will be outlined to build out of area. Service plans will be provided by the applicant for interim and long term service. Water reclamation methods and water quality measures will be provided.*
4. *Geotechnical report outlining major geological conditions on the site including, soils report, fault zones and other hazard areas as related to the proposed development. The report will delineate proposed impact mitigation measures considered by the applicant to be adequate to alleviate adverse geologic hazards and adverse subsurface soil and ground water. Report should specifically address extent and nature of any existing and proposed fill on the site, extent of new fill and compaction measures proposed, stability of existing and re-contoured sloping ground, suitability of the land (or re-contoured land where earthworks are proposed) for the foundations of buildings, roads and services, in terms of strength and settlement, and details of any earth-retaining structures proposed as part of the subdivision*
5. *Fire protection and emergency services report indicating that there is an adequate supply of water for fire protection as required by section 903.2 of the latest adopted uniform fire code and that the existing water delivery facilities are sufficient to provide adequate fire protection. Also indicate planned emergency management facilities, number of stations and substations to meet required mileage radius. See Section 14-5-19.*



- 6. *Police service report indicating number of square feet for single-family, multi-family, commercial, industrial and hotel/casino uses, identification of any security measures proposed to be provided for the project by the applicant, and the distance from the site to where the nearest police services are provided, including facilities that are planned but not yet constructed. See Section 14-5-19*

- 7. *Educational services plan including the following:*
 - a. *A program for estimating the number of school age children (elementary through high school) which will live in the proposed development and the data that developers will provide in the biannual development agreement review regarding the current capacity of or need for the public schools that will provide educational services to the area and the existing and planned capacities of schools.*
 - b. *A site plan showing the size and location of school sites using the acreages and school capacity limits found in the development agreement. Plan will also indicate safe pedestrian routes for school children to and from residential areas, locations for school bus fleet yards, a description of siting for all school sites in the Conceptual map that will provide the safest location and access for students based on the roadway system, residential areas, commercial development and other complimentary and detrimental uses.*
 - c. *A letter of approval from the board of trustees of the Lincoln County School District.*
 - d. *A provision of service, acreages and siting meeting national standards per capita.*

- 8. *Fiscal impact report providing an estimate of the economic benefit for Lincoln County including;*

Analysis of county tax base (all sources) on an annual basis based on proposed development up to 25 years. Description and analysis of the proposed development and outlined land uses and their relationship to county departments, workloads and the ability of expected revenues to sustain and expand public services/utilities for the term of the development agreement. The expected property tax revenues from the proposed development should be examined and analysis provided based on recent property tax limits.

1) General Fund Services including; Law Enforcement, Juvenile Probation, Adult Detention, Cooperative Extension, Judicial (District Attorney, Public Defender, District and Justice Courts), and General Government (Clerk/Registrar of Voters, Recorder, Treasurer, Grants,



Auditor, Assessor, and Buildings and Grounds, Planning, Roads, Parks and Recreation, Public Works, Public Health, Surveyor, GIS, Information Technology, Emergency Management) as well as costs of construction and leasing of offices for additional public sector employees; 2) Museum and Library Funds includes operating costs for the Library Department; 3) Capital Projects Fund includes the costs of construction of a library, a police substation and a jail; and the 4) Hospital District Fund includes costs associated with construction and operation of a Community Clinic; 6) Regional Development Fund, and 7) Transportation Fund, and 8) Lincoln County School District budgets and funding.

- a. *Public and private sector employment created by the proposal, both prior, during and after construction up to 25 years.*
 - b. *Analysis of proposed GID's and other special service districts allowed by NRS and the fiscal impact from each to provide service for the area.*
 - c. *Analysis of early tax revenues for on site building material delivery, temporary housing facilities, personal and real property and the provision of commercial uses to serve early residents and workers of the area.*
 - d. *Phasing plan and space analysis for operational work load for public facilities, services and sites requested by the county in the development agreement or required by this ordinance.*
 - e. *Sales tax projections and implications for the county's guaranteed status of revenue. This should include an overview of all non-property taxes including but not limited to fuel taxes, gaming revenues, room taxes etc.*
9. Grading plan (plus hillside development grading plan if applicable) shall include the number of acres and percentage of overall area to be disturbed, left in a natural state or altered for other non-building uses.
10. Construction plan is simply an analysis of timing for building streets, drainage facilities, sewers, water supply lines, developments, etc.



11. Traffic plan providing preliminary traffic information defining the number of vehicle trips generated, estimated by applying to the proposed project, the average trip rates for the peak days and hours established by the Institute of Transportation Engineers or its successor, the effects of the traffic expected on the streets, roads and highways, and proposed mitigation measures considered by the petitioner to be adequate to alleviate any adverse traffic impacts

The report should address the relationship to the streets and highways plan and shall include proposed locations for traffic signal improvements both on and off-site, and any special striping detail to be included in the area, not otherwise considered standard by AASHTO. Report on the number of commuters/distances driven expected to serve this during and after project completion (workforce) and their impacts on adjacent roadways. This report will also describe facilities for mass transit, car pool staging areas, pedestrians, school crossing corridors and bicycle usage/storage.

12. Pedestrian Plan- the following elements must be outlined and provided as part of the application process;

Sidewalks and meandering pathways will be within street rights of ways and throughout interior portions of the project to provide connections between the residential villages, commercial areas, parks, schools, open space and other non-residential areas. Pedestrian access ways will not be blocked between land use districts by walls or other barriers but must be designed to allow for direct access to varying uses.

13. Right of way report delineating public and private right of way dedication and the existing and planned capacities of roads considered by the petitioner to be adequate to alleviate access and traffic circulation impacts (must include trip generation projections for each project). This report will illustrate this plan's conformity to the adjacent properties as well as the overall Toquop Planning Area transportation study. Right of ways must be designed to accommodate overall build out in the Toquop area and include design for all underground utilities and transportation systems.
14. Entry plan providing sketches of proposed project entries showing walls, signage, lighting and other character features. Will also include any prohibitions on materials, lighting and orientation to streetscape and adjacent residential areas.
15. Technical drainage study for parcels included in each development



agreement and their relationship to overall drainage for the entire Toquop Area, including preliminary drainage information defining how the petitioner will drain and flood protect the proposed land and proposed mitigation measures considered by the petitioner to be adequate to alleviate flood control and drainage impacts on upstream and downstream properties resulting from the proposal. They should show the increase in quantity of storm water runoff generated, estimated by using standard hydrologic methods. Mitigation of any potential impacts to the Virgin River shall also be included in the drainage study. Mitigation standards of the Nevada department of environmental protection (NDEP) shall be used, as well as any stipulated requirements in the final MSHCP and EA.

16. Landscape plan delineating typical streetscapes, typical planting densities and separations, and plant palette
17. Utility plan indicating dry utilities and proposed utility corridors throughout the PUD. Plan shall also address the locations for communication facilities and the ability to co-locate future facilities at build out that will serve multiple forms of communications for the Toquop Township Planning Area. Power, tele-communications, natural gas and solid waste provisions will be provided in this report.
18. Master development sign plan identifying types and sizes of proposed signage within the PUD. Sign height, use, and type must follow the design standards outline in section 14-5-17 of this title.
19. Proposed covenants, conditions, and restrictions (CC&R's) to be placed upon each neighborhood and project builder and an explanation of how homeowners' associations will be set up and the types of items to be restricted. These CC&R's are to be provided prior to transfer of property to third party.
20. Description of Village themes for each area; A neighborhood theme will be identified for the area that illustrates the rural and natural setting, natural features/wildlife habitat and open space or other unique attributes to the site. The developer shall identify such a theme for all distinct development areas including; architectural vernacular, landscape concept and theme, streetscape concept, signage and monuments, entries, wall and fence concept and project lighting.
21. Lighting plan- Outdoor lighting within the Toquop Planning Area will be limited to preserve the night sky of the area. The PUD shall include provisions requiring dwellings to include dark-sky approved lighting fixtures for all exterior lighting fixtures. This standard shall be based upon the Lighting standards in Appendix E. Covenants will

be created by the developer for all proposed uses that must be recorded.

22. Conservation Plan-

The master developer shall submit a report that outlines policies of support for conservation within and adjacent to the project area and the maintenance of undeveloped areas. Such a report will outline plans and programs that enhance wildlife habitat, promote storm water practices in conjunction with open spaces, support transit and pathway systems, promote energy efficient designs, promote water conservation, and preserve slopes, drainages and other sensitive natural features.

23. Social services report-

An analysis of facilities and amenities to be provided catering to the needs of a targeted population for each village. This may include but not be limited to: county health facilities, health care sites, senior centers, transportation centers, fitness centers, community centers, trails, and recreation facilities, trails and parks for variety of ages.



14-4-3: PUD FINAL PLAN APPROVAL

A. Application Process.

An application for final approval shall be made to the Planning Director within the time specified by the minutes granting tentative approval.

B. Application Criteria. An application for final approval may be for all the land included in the tentative plan or to the extent set forth in the tentative approval for a section thereof subject to minimum areas of this ordinance.

C. Application Fee.

A non-refundable fee, in an amount established from time to time by Chapter 4 of this Title, for the review, consideration, and approval/denial or conditioning of an application for final plan approval must be paid to the Board or Board designee at the time of final application submittal. A Master Development Plan will be required for the entire parcel area (A-J) prior to the submission of the tentative PUD application to create parcels.

D. Application Contents.

The application must include such maps, drawings, specifications, covenants, easements, conditions and form of performance bond as were set forth in the minutes at the time of the tentative approval and a final map if required by the provisions of NRS 278.010 to 278.630, inclusive. Zoning districts will be assigned concurrently with final map approval.

E. All tentative and final maps must be accompanied with electronic data for maps in a digital file format suitable to the county.

F. Final PUD Map processing will be done according to NRS 278A.530-580 and Title 14 of Lincoln County Code.

G. Lincoln County reserves the right to hire consulting services to assist in the review and processing of application materials. Any such additional fees will be agreed upon by both Lincoln County and the applicant. These costs will be based on reimbursement requests from the county to the applicant. Subsequent fees will be required for individual Planned Unit Developments and/or additional developments agreements or master plan amendments (per the county fee schedule for the Toquop Planning Area or the county planning fee schedule) to address specific items not adequately addressed or anticipated in the original development agreement.



14-4-4: FEES:

Fees are set periodically by the commission as deemed appropriate.

- A. Residential Construction Tax: For initial parks and open space development and maintenance please refer to Lincoln Highlands Development Agreement.
- B. Bonding for Infrastructure: All PUD developers may be required to post bonds for future improvements once development plans are finalized with the county. Bonding shall be recorded as a deed restriction running with the land.
- C. Residential Construction Tax: Sixteen hundred dollars (\$1,600) per unit for schools will be imposed for all new development unless otherwise negotiated with the Lincoln County School District. This fee will be paid upon receipt of an application for a residential building permit.
- D. Impact or Assessment Fees: Impact or assessment fees for infrastructure cost sharing will not be imposed on the Lincoln Highlands Development because the infrastructure plan and fees for the Toquop area have been agreed upon in the Lincoln Highlands Development Agreement. Cost based fees may only be levied in the future for unforeseen regional improvements necessary for the public's health and safety
- E. Mitigation: Per the multi-species habitat conservation plan for southeastern Lincoln County, impact mitigation fees for the protection of the desert tortoise, southwestern willow flycatcher, or other species will be assessed to Toquop developers. All developed acreage within Toquop will be assessed five hundred fifty dollars (\$550.00) per acre for mitigation. Any fencing requirements or other required best management practices or fencing maintenance required will be assessed to the developers or a GID on a prorated basis by acreage.
- F. Application Processing Fees- Including Master Development Plans/Maps, Master Plan Amendments, Planned Unit Developments and Development Agreements and other reviews as needed. Fees will be required prior to the second meeting with any development group. Planned Unit Developments over 100 acres will be assessed fees based on the number of parcels, acres, dwelling units or square footage of structures. These fees are listed under a separate county Planning Fee Schedule.



CHAPTER 5
SPECIFIC DESIGN REQUIREMENTS

14-5-1: SEPARATION OF USES:

The creation of a Planned Unit Development allows for greater flexibility in design for a developer while protecting important features of a site. However, an orderly and compatible arrangement of proposed uses will ensure long term viability and success of a mix of uses throughout the planning area. All permitted and special uses by zone are listed in section 14-2-2.

- A. Commercial uses (C2) may not abut any residential property at R-1 or lessor density. C-P or C-1 uses may be allowed as transition densities to C-2.
- B. Any establishment selling liquor (must be at least one thousand feet (1,000') direct distance from any school, church, park or childcare facility with distance being measured from business to primary use building.
 - 1. Liquor establishments include taverns and liquor retail stores. (Restaurants with a bar are not considered liquor establishments for the purpose of this separation.)
 - 2. Liquor establishments must be at least 1500 feet from AB uses.
- C. With the exception of full service restaurants, liquor sales will only be permitted in industrial, resort, mixed use and C-2 commercial zones.
- D. Resort zones may not abut any single-family residential properties unless adequately buffered by intense landscape buffers, and 2:1 setback ratios, with specifics of the buffer to occur during the Special Use Permit process.
- E. Commercial professional (CP) office uses and Mixed Uses (XU) are acceptable as buffers to higher intensity commercial zones or light industrial zones.
- F. Aggregate sites may not be located within 1000 of residential uses.
- G. Religious institutions are encouraged in residential areas with appropriate design and parking standards for screening, buffering and siting of facilities to prevent glare, noise or other possible operational impacts.
- H. Adult businesses (A-B) may not be located within two thousand five hundred feet (2,500') of any religious institution, school, boundary of any residential district, park, boys' club, girls' club, childcare facility or similar



existing youth organization.

1. AB's shall be separated from all liquor establishments by 1500' feet.
 2. A-Bs may not be operated within one half mile of another such business, which will include any adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, massage parlor or any sexual encounter establishment.
 3. A-Bs may only be located in C-2, M-1 and M-2 industrial zones. All other zones are prohibited.
- I. Transitional uses or design features may be required by the county for any compatibility concerns not mentioned above. This may include but not be limited to transitioning, using or modifying proposed; height, colors, floor area, lot size, lighting, walls or berms, landscaping, grading of site, placement of structures on site, orientation of structures or lots, alternative uses of space.

14-5-2: HEIGHT, BULK, AND SCALE:

- A. Commercial and residential buildings at R-M densities and greater will not exceed a maximum height of fifty (50'). Resort zone buildings will not exceed a maximum height of one-hundred (100'). Waivers may be granted by the Commission for building in excess of these heights. Waivers may be granted in or adjacent to any residential zone subject to buffering, landscaping and thoughtful site design.
- B. Waiver requests to height will be accompanied by building design, landscaping orientation, emergency equipment to serve building, setbacks and streetscape measures that will lessen the visual impacts upon surrounding areas and uses.
- C. Box like or single, monolithic forms that are not relieved by variations in massing or articulation of facades are not acceptable. The perceived height and bulk of buildings shall be reduced by dividing the building mass into smaller scale components.
 1. Larger buildings must incorporate jogs, offsets or other architectural features to reduce the visual length of long walls. Variety and/or variation of rooflines are required to reduce the apparent size of commercial buildings and provide visual interest.
 2. All building surfaces over two (2) stories high or fifty feet (50') in length must be relieved with a change of wall plane that provides strong shadow and visual interest. Articulation of Resort zone buildings to be addressed during the Special Use Permit process.



3. Loading areas and rooftop equipment shall be visually screened from residential uses.
 4. Building elevations with public access or windows shall face the street(s).
 5. Loading areas shall be provided for each freestanding commercial structure or shared sites for grouped structures.
 6. Loading docks shall not be visible from the street. These areas shall be designated as to prohibit trucks from idling in these areas except in approved loading spaces in daylight hours. Loading docks may not be located adjacent to residential, park or open space areas unless enclosed.
- D. Buildings shall be compatible with the scale and mass of existing development allowed by the applicable land uses for the surrounding area as established at the time of application, and shall be sited and designed to provide a sensitive transition to nearby development.
1. All single-family detached dwellings shall contain a minimum of one thousand two hundred (1,200) square feet of living area.
 2. Block walls may not exceed fifty feet (50') in length without jogging, sawtooth, or meandering visual effects added to break up visual intensity. Walls used between zoning districts shall provide for direct route pedestrian pathways to increase pedestrian mobility of residents.
 3. Projects on the edges of zoning districts shall be developed in a manner, which minimizes the adverse impacts resulting from incongruous height, activities, bulk and scale of large buildings. Alternatives to mitigate such impacts include, but are not limited to, siting and design additional building setbacks or stepping back of upper floors, operational changes and the actual physical reduction of the height, bulk and scale of a project.

14-5-3: EXTERIOR MATERIALS AND FINISHES:

- A. Building Exterior: Stone, stucco, colored or exposed aggregate or textured finish concrete, decorative block and brick are the preferred materials for building exteriors. Simulated materials and building systems which provide an aesthetic similar to the preferred materials may also be acceptable. The use of ceramic tile, brick cast or real stone accents and trim are encouraged.



- B. Roofing: Concrete or clay tile is encouraged on all sloped roofs however a composition shingle tiles or other similar materials are acceptable, Architectural metal roofing may also be acceptable but should not be used as the primary material for large expanses of roof. Wood shingles and shakes are not acceptable. Commercial buildings may be approved with other roofing on a case-by-case basis.
- C. Trim: Exposed wood trim shall be of materials rated for a desert environment. All wood shall have a stained or painted finish. The use of durable substitute materials for wood such as painted polymer aluminum, metal, or fiberglass is recommended.
- E. Building Facade: The building design shall incorporate patterns and materials that provide visual interest. Flat, plain building walls are not acceptable. This shall be accomplished through the use of changes in color, materials and/or relief such as the inclusion of belt lines, pilasters, pop outs etc. At a minimum, the front elevation of all dwellings shall have recessed windows and entrance doors, or pop outs or other architectural detailing around windows, entrance doors and garage doors. In addition, the rear or side elevation of any dwelling, when the rear or side elevation faces a collector or arterial street, shall have recessed windows, or pop outs or other architectural detailing around windows.
- D. Reflective Material: Highly reflective, shiny or mirror like materials (greater than 15% reflectivity) and un-plastered exposed standard concrete and standard concrete masonry units shall not be used.
- E. Simplicity: Restraint should be used in the number of different materials and colors selected. Simplicity of patterns is desired.
- F. Coherent Design: All sides of a building shall be coherently designed and treated. A consistent level of detail and finish is required for all sides of a building.
- G. Flat Roof: Any building design, which utilizes a flat roof shall incorporate a parapet wall and/or cornice element on all sides of the roof.
- H. Lighting: All lighting fixtures shall be dark sky friendly approved lighting fixtures according to Appendix C.

14-5-4: ACCESSORY USE STANDARDS:

- A. Must be in conjunction with a residential development containing at least three hundred (300) units or a recreational vehicle park, regardless of the



number of spaces.

B. Commercial Uses within a residential zone (Only RH and RM) (Example: Sundries store within an apartment complex):

1. Use should be designed to serve the immediate residents and guests only.
2. Location must be within building used for recreational purposes or property management offices.
3. Floor area to be a no more than one thousand (1,000) square feet per every three hundred (300) residential units with a maximum of two thousand five hundred (2,500) square feet.
4. No exterior signs or lighting can be added.
5. Hours of operation and delivery are six o'clock (6:00) A.M. to ten o'clock (10:00) P.M.

C. Accessory Dwelling Units:

1. Shall include a deed restriction filed with the county recorder limiting the use of the accessory unit as a guest house and precluding the unit as a rental unit.
2. Shall be connected to public water and sewer services where available, or have on site water and sewer facilities that comply with all county and state regulations.
3. May not be sold separately from the sale of the entire property, including the principal dwelling unit.
4. Shall be permanent structures.
5. Shall be limited to one story detached structure except a guesthouse or caretaker's quarters located over a garage.
6. Shall not exceed one thousand (1,000) square feet of habitable area or be less than six hundred (600) square feet.
7. Must meet all required setbacks listed in section 14-5-9 of this chapter.
8. Accessory units are permitted based on zoning district table.

D. Accessory Structures:

1. Private tennis courts shall not be constructed within twenty feet (20') of any adjoining residential property line. Tennis court fences or walls shall not exceed twelve feet (12') in height, and lighting

standards will be subject to lighting requirements in Appendix C.

2. Private pools shall not be constructed within five feet (5') of any adjoining residential property line and fencing shall be provided around all pools and must conform to International Building Code.
3. Detached accessory buildings within R3 or greater density residential zones shall be less than 75% the footprint size of the primary structure first floor area unless allowed by a special use permit.
4. Accessory structures shall adhere to the same building style, height and color palette of the primary structure.
5. Utility Easement: No accessory structures may be built within a specified utility easement. All building setbacks are measured from the edge of such easements.

14-5-5: FLOOD CONTROL AND DRAINAGE:

All flood control facilities shall follow the design standards and specifications set forth by the Lincoln County Flood Plain Manager and in accordance with adopted county standards and any overall drainage study for the Toquop Area.

- A. Facilities shall follow RFCD procedures for ponding and settling of floodwaters and storm runoff as well as erosion and sedimentation measures.
- B. Specifications for open channels, detention basins, culverts, bridges, and street drainage shall meet RFCD codes.
- C. All developers/owners will share proportionally in the costs for planning and coordinating flood control measures for the entire Toquop Planning Area.
- D. Required Open Space areas may include flood control facilities.
- E. Specifications for drainage improvements such as storm drain manholes and drop inlets shall also comply with RFCD standards.
- F. Drainage facilities in a PUD may not be designed to increase peak flow or velocity of water in any given location.
- G. Flows may not disrupt the existing streambed or cause undue interference with existing spawning. All discharge that might flow to the river must either enhance or maintain the existing water quality and must be filtered



out via treatments such as oil absorbent pads or other acceptable mitigation standards.

- H. To the extent possible, drainage ways shall be lined with natural materials such as grass, soil, gravel or rock or other materials such as patterned concrete as allowed by the Regional Flood Control District. These drainage ways will be funded via assessment fees to developers per development agreements. Where these drainage ways service more than one development site, proportionate costs are to be shared between all developments involved.

14-5-6: GEOTECHNICAL:

- A. Geotechnical analyses, soil studies, borehole tests, grading, and slope specifications shall conform to the International building code, most recent edition.
- B. Before any earthworks are commenced, areas of cut and fill shall be clearly defined, and where necessary or as directed, sufficient fencing or barriers should be provided around trees or other features that are to be protected. Adequate provision shall be made for the control of erosion and surface water runoff subject to an approved grading permit for all areas over 2 acres in size.
- C. Erosion control and sediment loss measures shall be used per the International Building Code. Additionally, developers will be required to expose only as much ground as reasonably needed at any one time.
- D. When geotechnical conditions are favorable, natural features such as washes should be retained in their natural state to the greatest extent possible and integrated into the design of the site.
- E. A site disturbance plan shall be required for all development at the tentative plan stage to indicate areas to be retained in their natural topography and areas of disturbance. Slope maps must be provided at 2 ft contours indicating before and after landforms and areas to be graded.

14-5-7: SLOPES AND GRADE LENGTHS:

- A. Slopes and grade lengths for sidewalks will meet ADA standards; in addition, driveways in multi-family zones will meet ADA standards.
- B. Slopes and grade lengths for sidewalks, driveways, and streets will meet Regional Transportation Commission standards and specifications.
- C. Cross slopes will not exceed two percent (2%) maximums with sidewalks at a distance of five feet (5') from back of curb.



14-5-8: HILLSIDE DEVELOPMENT:

Section modified per Lincoln Highlands Development Agreement

- A. **Density and Site Disturbance:** Per Lincoln Highlands Development Agreement.
- B. **Development Specifications:** Excavation, transition sloping, trenching, backfill, erosion control, aggregate and material bases shall all meet the construction detail specifications of the RTC uniform standards and specifications manual.
- C. **Water Runoff:** Reduce water runoff and control erosion by maintaining the natural features of the land, using on site Best Management Practices to reduce erosion and minimize storm water runoff.
- D. **Need for Public Services:** Minimize the need for public services where the ability to provide services is limited by the terrain.
- E. **Identification:** Tentative development plan shall identify specific hills to be used for hillside development, planned slopes and excavation.
- F. **Erosion Control:** Seeds for trees, desert shrubs, and grasses shall be planted with a density adequate to control erosion and based on the approved weed management plan. Appendix E.
- G. **Watering System:** A watering system shall be used until the re-vegetated materials are established and approved by the RFCD.
Stabilizing Material: The stabilizing material used shall blend with the natural appearance of the site or lot and its surrounding terrain.
- H. **Buildings:** All exterior walls and roofs of structures, except solar generating/collecting equipment, shall be colored to blend with the desert environment. and reflective building materials (i.e., mirror finished glass and mirror finished doors at greater than 15% reflectivity, metal roof unless treated to eliminate glare and other polished materials that would increase the sun's reflective glare) shall not be permitted.
- I. **Setbacks:**
 - 1. All development, excluding perpendicular road crossings, is subject to an approved setback from each sensitive ridgeline.
 - 2. **Grading Plan:** The grading plan shall be approved prior to any grubbing, grading, or clearing of an area and shall occur only within the areas identified on the approved grading plan.



- J. Riprap: All cut and fill slopes steeper than a ratio of three (3) horizontal to one vertical, or as approved by a geotechnical report with the exception of retaining walls, shall be treated to control erosion as approved by the county.

- K. Natural Areas: The intent of natural areas is to provide for retention of hillside areas in their natural state and to provide for open space. The density and site disturbance shall be transferred to other portions of a site. Specific criteria for natural areas includes:
 - 1. Natural areas shall be at least one-half (1/2) acre in size or immediately adjacent or contiguous to other land also designated as a natural area which, in the aggregate, totals at least one-half (1/2) acre in size.
 - 2. Site disturbance other than hiking trails or related structures shall not be permitted within the geographical area of a natural area, unless approved for public use equipment such as benches, restrooms, and parking areas in order to offer recreational advantages.
 - 3. The natural area shall be delineated on the tentative and final maps of a subdivision, grading plans or on any development plan required for development other than a subdivision, and shall be designated by legal description for lot division.
 - 4. Natural areas may be designated as a deed restricted portion of a privately owned lot, or as a deed restricted separate parcel. Such parcel may be under the ownership of a property owners' association or deeded to any organization, or a maintenance district which accepts responsibility for the perpetual preservation and maintenance of the natural area, subject to approval and acceptance by the commission.

- L. Hillside Ownership: Ownership of hillside property shall be that of the lower property owner.

- M. Hillside Wall Standards: The intent of wall standards is to reduce the visual impact of screening and retaining methods used on hillside developments. Specific criteria for design includes:
 - 1. The maximum height of retaining walls is thirty six feet (36'"). For each six feet (6') of vertical height, a six foot (6') horizontal offset shall be provided.
 - 2. Walls with a change in alignment shall to the greatest practical extent incorporate the use of graduating steps rather than sharp



corners.

3. Walls shall either incorporate the use of native materials or be earth tone colors to match the native soils.
4. Hillside residential developments shall include covered porches or other architectural features on the front elevation, which will effectively reduce the vertical effect of the raised structure. The minimum width of such porch or architectural feature shall be seventy five percent (75%) of the width of the front elevation.
5. The use of wrought iron or other similar open materials is encouraged for security walls and opaque rear walls.
6. Perimeter walls may be permitted around the sides of hillside development parcels.

14-5-9: SETBACKS:

- A. **General Goals:** Due to the flexibility of the PUD concept, it is impractical to define an exact pattern for the arrangement of group dwellings. However, development in the area shall provide a functional and non-monotonous orientation of units with a maximum of open space. General goals include:
 - B. **Measurements:** All building setbacks must be measured from the outside edge of all porches, permanent awnings or architectural features versus flat wall of the building. Any proposed waivers to setback standards must account for allowances for such structures.
 - C. **Yards:** Yards are the area contained between the building and the property lines and apply to the front, side, and rear areas of lots.
 - D. **Required Setbacks:** Required setbacks shall extend the entire width or depth of the lot and shall be open from the ground to the sky except for required utility equipment, accessory structures, such as mailboxes, light poles, or pedestrian overpass bridges when required by any government entity or as needed by any public utility.
 1. **Minimum Spacing:** The minimum spacing between buildings in a PUD shall comply with all fire code and International building code regulations governing spacing.
 2. **Rear Yards:** The rear yards of all buildings in all residential zones must be no less than twenty-five feet (25'). Patio covers may be placed in rear yards, but the distance between the rear wall and



patio cover eaves must remain no less than fifteen feet (15'). This setback applies to accessory structures placed in rear yards as well.

3. **Side Yards:** Side yards abutting a street (public or private) in all zones, except detached residential (R-E, R-3, and R-1(a)) shall not be less than seven and one half feet (7.5'). Detached residential side yards shall not be less than ten feet (10') from the street or side property line.
 4. **Front Yards:** The front setback of all buildings in all zones is no less than fifteen feet (15') from the back of sidewalk, or curb if a sidewalk is not planned. For all residential subdivisions, garages must be a minimum of twenty five feet (25') from the back of sidewalk.
 5. **Buildings Front To Front:** Buildings that have a front to front relationship across a landscaped area or open courtyard must maintain a minimum setback between buildings of thirty feet (30').
 6. **Buildings Side To Side:** Buildings in all zones that have a side yard to side yard relationship must maintain a minimum setback of fifteen feet (15').
 7. **Buildings Rear To Rear:** Except in detached residential zones, buildings that have a rear yard to rear yard relationship must maintain a minimum setback of forty feet (40'). In order for detached residential zones to meet the twenty-five (25') back yard minimum, the rear to rear setback must be fifty feet (50').
 8. **Buildings Rear to Side.** Buildings that have a minimum 30' (thirty feet) setback.
- E. **Parking:** Parking may be located within required setbacks except on sidewalk areas. These are applicable for front, side and rear setbacks of lots.
- F. **Residential Lots:** Residential lots shall not front any collector or arterial streets.
- G. **Freeways or Drainage Channels:** Residential buildings shall not be erected within fifty feet (50') of the right of way of any freeway or one hundred feet 100" regionally from the high water mark of a significant drainage channel or other drainage-way identified in the regional drainage study.



14-5-10: LANDSCAPING:

- A. Arterial streets -Sidewalks/bike lanes shall be surrounded by an average of ten feet (10') of landscaping on both sides for total minimum buffer of street to development of thirty feet (30').
- B. Collector Streets- Sidewalks/bike lanes shall be surrounded by an average of five feet (5') of landscaping on both sides for total minimum buffer of street to development of twenty feet (20').
- C. Private Collector Streets: Internal private collector streets shall have minimum of one 24-inch box tree (minimum 2 inch caliper) for every twenty feet (20') of gross frontage, with a maximum distance of twenty feet (20') on center between any such tree and the tree nearest to it, whether on the same or different lot, and a minimum of four (4) shrubs, each with a minimum size of five (5) gallons (minimum 3 feet above the top of the root ball), shall be provided for every tree.
- D. Trees located in section C above will be maintained by the HOA, CAM or other assigned district.
- E. Bare Soil: Bare soil is not permitted other than on hillsides (where natural) used as open space or natural areas. Any streetscape area not covered by vegetation must contain a minimum of two inches (2") of mulch, landscape stone or decomposed granite.
- F. Minimum Canopy: Landscaping must provide minimum ground coverage of forty percent (40% at maturity).
- G. Required Landscaping: Required landscaping shall be irrigated, contain live plant materials, and be maintained in a living, growing sustainable condition.
- H. Turf Areas: Turf areas in nonresidential zoning districts, shall not exceed fifteen percent (15%) of the net lot area, exclusive of public rights of way. Turf shall consist of either fescue, bermuda, or bluegrass species. Astro turf may not be considered as turf. Turf may not be used on slopes greater than 15%.
- I. Turf Area Width: To provide for the efficient use of water and to minimize the runoff of water onto adjacent non-permeable surfaces, the minimum width of any turf area, except in single-family zoning districts, shall be ten feet (10').



J. **Parking Lot Landscaping:** landscaping shall also be provided within parking lots in a manner which will serve to visually reduce the expanse of paved areas.

1. Larger areas of grouped plantings will be encouraged over smaller planting areas.
2. Pedestrian ways should be developed in conjunction with larger planting strips or islands of at least 25 square feet per tree.
3. Plant one (1) large canopy tree for every seven (7) parking spaces around the perimeter and throughout parking lots, the maximum distance between trees in linear tree islands should be 30 feet.
4. The minimum width for tree well and planting islands is eight feet (8'). Structural soils may be required for tree wells.
5. Provide a minimum open soil surface area for small, medium and large trees of 25', 100' and 400' square feet respectively.

K. **Visibility Restriction Areas:** All landscaping within sight visibility restriction areas shall be no taller than thirty inches (32") above the adjacent street centerline when fully mature.

L. **Irrigation:** Landscaping shall be irrigated with an automatic sprinkler system; drip irrigation systems with automatic moisture sensor shall be used in all landscaping buffer areas or areas smaller than twenty feet (20') in width where ground cover, trees, and flowerbeds occur.

M. **Tree Guidelines:** No tree whose mature height exceeds fifteen feet (15') shall be planted under a high voltage transmission line.

1. Trees shall be staked for the first year of growth only.
2. "Trees for Tomorrow" shall be used for tree selection and best management practices for trees.
3. **Landscape Conformance:** All landscaping and best management practices shall conform to the "Trees for Tomorrow" publication in Appendix D of this title for water conservation.

N. **Irrigation on Residential Lots:**

4. Each residential lot shall have a minimum of two trees planted with irrigation between the sidewalk and the front of each house at the time the house is constructed.
5. Each residential lot shall be provided with an in-ground irrigation



system for front, side and rear yards with at least 3 valves.

6. All landscaping and irrigation systems will be installed and maintained by the developer until such point that the maintenance district, HOA or other responsible party has agreed to take over its maintenance. CC&R's will include language for the maintenance and operation of irrigation systems.

14-5-11: SCREENING:

- A. **Screen Fence Or Wall:** All commercial projects shall provide a solid screen fence or wall (subject to section L below) not greater than six feet (6') in height along all rear and side property lines which are common to property zoned for residential purposes, In the case of a floodplain, the solid wall or fence may be replaced by a wrought iron structure where appropriate. Walls may not be higher than eight feet (8') unless approved by the county.
- B. **Masonry Walls:** Masonry walls must conform to the International Building Code.
- C. **Retaining Walls:** All retaining walls shall be sealed by a method approved by the county to prevent the leaching or transmission of mineral deposits through the wall. Weep holes shall be provided to prevent water pressure buildup.
- D. **Block or Stone Walls:** Split faced block walls with a minimum of two (2) colors and/or textures, stucco walls, or screen walls are required unless other screening materials are approved by the county. Stone walls are also permitted.
- E. **Business and Industrial District Fences:** Fences and walls in all business and industrial districts shall not exceed 6 feet (6') in height except that boundary line fences abutting residential districts shall not be greater than eight feet (8') in height (measured from residential side) and barbed wire shall not be permitted along said boundary line. Perimeter walls around retail stores and shopping centers should match the building(s) in material or color. This provision is subject to L below.
- F. **Waivers:** If a perimeter fence's or wall's proposed deviation is the result of unique topographic conditions, the person wishing to construct such fence or wall may apply for a waiver. Fencing styles shall include open fencing types, ranch style fencing, split rail, black iron etc.
- G. **Wall Along Street:** No screen wall along any street shall directly abut the rear of the curb. Landscaping strips and sidewalks will be provided.
- H. **Height:**



1. Unless otherwise authorized in the planning process through a variance, a screening wall of no more than eight feet (8') in height above high grade may be constructed and maintained between uses of differing intensity or character. This may include between existing and/or future:

- a. Multi-family and other multi-family developments;
- b. Single-family and multi-family developments;
- c. Residential and nonresidential uses;
- d. Differing nonresidential uses;
- e. Parking areas subject to general public view if not specified elsewhere in this title;
- f. Rear and/or side lot areas and public rights of way.

2. Screening shall be located adjacent to perimeter property lines, but on the constructing party's property, unless otherwise approved by the county, which may include public rights of way.

3. Exceptions: In lieu of screen walls, the commission encourages and may require alternative methods for screening uses of differing character, density or intensity. Alternative methods may include open space with landscaping; landscaped earth berms (particularly with parking lots); lower screen walls with landscaping (particularly with parking lots); open fencing with view lots.

I. Side Yard Walls: Side yard walls, higher than thirty two inches (32"), shall not extend beyond the plane of the front wall of the house. Alternative dynamic design ideas may be approved by the commission as submitted with the PUD application.

J. Decorative Screen Walls: Pilasters and decorative caps are encouraged as one method of providing decorative screen walls. The county will review each decorative screening idea as submitted with the PUD application.

K. Sight Visibility Zones: Sight visibility zones shall be established and maintained at all intersections of public and/or private streets and alleys and drive aisles.

1. Height: No structure, vegetation, or object of any kind is permitted over thirty two inches (32") in height, measured from the top of the adjacent curb if a curb exists.

2. Traffic Control Devices and Streetlights: Traffic control devices, their related appurtenances and streetlights illuminating public streets

may be placed within the sight zones.

3. Drive Aisles: An additional sight zone shall be maintained within fifteen feet (15') of the point of intersection of any drive aisle curb cut (including any medians) and any public or private street right of way (see diagram below).
- L. Screening walls and fences must provide for pedestrian accessways through the walls between varying land uses in all land use districts and to establish direct corridors for safe school routes from home to school and for section H-1 above.

14-5-12: OPEN SPACE PARKS AND RECREATION:

- A. Development: Development of open space, parks and recreational facilities agreed upon in the Master Development Map/Development Agreement or tentative PUD map stage or required in this ordinance must be completed within the first phase of each development in a multiphase project or at thresholds as identified in the development agreement, or the phasing plan of the PUD.
- B. Natural Features: All significant natural features such as drainages and prominent rock features shall be preserved and, where necessary, protected by setbacks and easements from development.
- C. Native Plants: Significant native plants shall be preserved and protected from alteration and destruction.
- D. Minimum Percentage: Per Lincoln Highlands Development Agreement
- E. Computed Open Space: Per Lincoln Highlands Development Agreement
- F. Park Acreage Requirement: Per Lincoln Highlands Development Agreement
- G. Trail System: Common open space must be set aside for the use and benefit of the residents and owners and shall be linked to existing and planned public open space areas to provide an overall open space system.
 1. The plan for the thirteen thousand five hundred (13,500) acres of Toquop Planning Area will include a comprehensive trail system along all major arterials and to residential areas, connecting all parks and recreation facilities and schools.
 2. Any such trail system should connect with any adopted trail plans for the City of Mesquite and conform to county trail standards.
 3. Pedestrian and bicycle connections and necessary equipment shall



be provided to link all PUD areas including but not limited to; all adjacent neighborhoods, school sites, commuter parking facilities, open space, parks and recreation facilities and commercial areas.

4. Split use trail systems shall be provided for both non-motorized and motorized uses (if golf cart paths are proposed.)

- H. **Recreational Facilities:** All residential areas within planned unit developments at densities greater than 8 du/ac shall be provided with common usable open space with active (e.g., swimming pools, to play equipment, courts, golf courses, fitness stations, etc.) and passive recreational facilities (e.g., ponds/water features, sheltered picnic tables, barbecue facilities, swinging benches, etc.). Open space and recreational facilities are encouraged for adjacent/shared use with school facilities. Operational agreements will be provided which are acceptable to the Lincoln County School District.
- I. All recreational facilities will be constructed by the developer to a level commensurate with a commercial installation standard. The developer shall maintain such facilities (prior to dedication to an approved entity) for up to 2 years or provide payment for such transfer at an earlier date. Parks are encouraged as part of model home site areas to create a destination for early visitors and users. Parks sizes should be varied allowing for larger regional parks and for smaller neighborhood parks.
- J. **Prohibited:** Per Lincoln Highlands Development Agreement
- K. **Park Design:** Parks and facilities shall be designed and constructed to a commercial installation standard by the PUD developer at its sole expense according to the development agreement timing. All parks will be constructed to a commercial installation standard, prior to dedication to the maintaining organization and shall include at a minimum, unless otherwise approved with the PUD, or Development Agreement:
 1. A multipurpose field or open play area.
 2. A playground or tot lot with equipment.
 3. Landscaped picnic areas with barbecues.
 4. Daytime restroom facilities and drinking fountains.
 5. A landscaped parking area/public telephone.
 6. Shade structures for 1 and 2 above.
 7. Trail system connecting to adjacent neighborhoods, schools, open space, an overall trail network and commercial areas.



8. Any amenities required in county park plans.

L. Overall plans for parks, trails and open space (including channels, slopes or wash areas) will be required at the time of the Conceptual Map/Development Agreement application for approval to ensure that desired amenities for the neighborhoods are provided and that maintenance for these facilities are ensured into the future.

M. Golf Courses: Public golf courses may be considered in open space allocations up to 25% of total required open space. Trail networks and pathways will provide connections and be designed as part of public golf courses to increase their usage.

N. Private Open Space: Internal open space areas shall be situated on each residential lot and/or development envelope or clustered immediately adjacent to each residential lot. These private areas will not be considered in the measurement of parks or open space area. The following uses are permitted in private open space and developed public parks.

1. Riding stables.
2. Tennis courts.
3. Swimming pools.
4. Clubhouses.
5. Athletic fields.
6. Public museums.
7. Skateboarding facilities (open air).
8. Fairgrounds.
9. Zoo.
10. Farmer's market. (as a special use)
11. Community centers- (as a special use)

O. Golf Cart Paths:

1. Where cart paths exist they must be used by carts in preference to parallel city streets with the exclusion of those cart paths privately owned and maintained by the golf courses.
2. Carts driven at night must be equipped with functional headlights



and taillights; carts driven along public streets must have an audible signal and brake lights.

3. Golf cart paths are required to facilitate pedestrian and golf cart access from residential and commercial developments to schools, parks, playgrounds and other city amenities via a cart path system. When the cart path system is extended to the boundary of the parent parcel, the county will work with other adjoining developers to maintain consistency of transport and materials used.
4. Carts are not allowed on or across roadways or rights of way greater than eighty feet (80') in width.
5. No person under the age of twelve (12) is permitted to drive a golf cart; maximum cart speed is fifteen (15) miles per hour.
6. Golf cart parking spaces shall be provided in all commercial areas and public facility locations accessible by the overall path system. Separate pedestrian and bicycle paths/trails will be provided in addition to the cart paths.

P. Channel or Wash Area: The area of any channel or wash which is to be retained in its natural state, improved as a non-concrete channel, or improved with a combination of natural materials and stamped concrete, may be counted toward the requirements for open space within the subdivision or planned unit development upon the review and approval of the county.

Q. Physical Improvements: Physical improvements that are permitted within public open space may include, but are not limited to:

1. Trails, for equestrian, joggers or bikers, paved with materials such as wood chips or gravel, per AASHTO standards
2. Storm water and erosion control facilities
3. Protected cultural resource sites
4. Community gardens/Greenhouse
5. Interpretive kiosks
6. Other uses approved by the county.



14-5-13: ROADS:

- A. **Grades:** Grades and siting of roads should be designed to minimize grading of the original topography. Combinations of steep grades and sharp curves should be avoided.
- B. **Erosion:** Road systems should minimize erosion and provide for efficient and maintainable drainage and utility systems
- C. **Attractive Development:** Roads shall be designed and arranged with appropriate regard for topography and other natural features, which would enhance attractive development and be buffered from adjacent residential areas and other development areas.
- D. **Design Standards:** Roadway designs must be in conformance with NDOT standards as well as the RTC uniform standards and specifications, including all types of roadways, bikeways, sidewalks, driveways, cul-de-sacs, knuckles, alleys, medians, and bus turnouts.
- E. **Private Roads:** Private roads within developments should be designed and arranged so that their use by through traffic or other high speed traffic will be discouraged. Traffic calming measures shall be employed through design such as bump outs, pedestrian crossings with surface treatments, vertical structures, landscaped islands and other means.
- F. **Intersections:** Proposed roads shall intersect one another, as well as existing roads, as nearly at right angles as topography and other limiting factors of good design permit. Curved roads versus grid style are encouraged, but never to the extent that they limit the traffic flow of emergency vehicles.
- G. **Emergency Vehicle Standards:** Roads shall be designed so as to provide emergency ingress and egress for residents, occupants, and emergency equipment and conform to the NFPA all uniform and state of Nevada fire code standards.
- H. **Turnarounds:** Turnarounds must be provided and paved when adjacent property is undeveloped; construction and maintenance of a turnaround of approximately eighty feet (80') in diameter may be required for temporary use, with plat notation that land outside the normal road right of way shall revert to abutting property owners whenever the road is continued.
- I. **Rights Of Way:**



1. **Reduce Dependency:** All streets within the PUD will be designed to reduce the dependency on the automobile and reduce the number of daily trips by single occupancy vehicles. All subdivisions shall be designed to provide walkways and paths that connect with destinations such as parks, schools, and shopping areas and other nearby developments.
 2. **Arterial Streets:** Arterial streets will be no less than one hundred feet (100') wide and shall, upon acceptance, be maintained by Lincoln County as public roadways. Arterial streets shall be designed to flow from one development to another with the design intent to make Toquop Planning Area one community.
 3. **Collector Streets:** Collector streets will be no less than eighty feet (80') wide and shall be maintained, upon acceptance, by Lincoln County as public roadways.
 4. **Local Streets:** Local streets will be no less than sixty feet (60') wide and shall be maintained by the PUD developer as either public or private roadways, unless accepted by the county as public streets. The installation of dead end streets will be allowed only on a case by case study.
 5. **Internal Private Streets:** Internal neighborhood and development streets will be no less than forty feet (40') wide. Exceptions may include the provision of CC&R's restricting on street parking, where streets may then drop to no less than thirty five feet (35') wide. Internal private streets shall be maintained by the developer, a district or HOA's as applicable as private roadways.
 6. **Right Of Way Slope:** Maximum three feet (3') horizontal for one foot (1') vertical behind the roadway apron and within the right of way.
 7. **Trails** shall provide a minimum of (10') right of ways with a (6') paved area.
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- J. **Bus Turnouts:** Bus turnouts must be offered at least every thirteen hundred feet (1,300') along arterial and collector streets and are encouraged every twelve hundred feet (1,200') on local streets.
 - K. **Intersection Spacing:** No less than two hundred feet (200'), measured centerline to centerline.
 - L. **Landscaping:** All street medians shall be landscaped; turf shall be limited to fifteen percent (15%) of total landscaping in median areas. Areas with slopes over 10% shall not include turf but rather natural landscaping and xeriscaping.



M. Curbs And Gutters:

1. Shall follow NDOT standards.
2. Thirty two inch (32") minimum width rolled curbs may be used in low density residential and public facility areas.
3. L-curbs are required in commercial, industrial and medium to high density residential developments.

N. Cul-De-Sacs: Cul-de-sacs shall have a maximum length of six hundred feet (600') measured from the centerline of the connecting street to the face of curb at the turnaround. This length may be extended up to one thousand feet (1,000') with fire department approval.

O. Dead end streets- Will be reviewed by the county for public safety and allowed by exception only. Streets at the county line may be dead-end to allow for future connections.

P. Easement corridors and infrastructure (for roads and public utilities) shall be provided by each PUD sufficient in area and size to accommodate maximum build-out for the entire planning area based on each the potential of 3.3 units per acre for each parent parcel. Specific easement and infrastructure needs on each parcel will be determined at the development agreement stage and during each tentative PUD review based on regional roadway studies.

14-5-14: STREETSCAPES:

Streetscapes will conform to a submitted design standards handbook, Lincoln County Regional Streets Commission specifications and will be maintained by Home owners association, CAM's or as otherwise designated organizations.

14-5-15: PARKING:

Parking standards will be set by Appendix F and standards below.

- A. Dimensions: Each required parking space shall not be less than ten feet (10') wide and eighteen feet (18') long, exclusive of access drives, and in addition there shall be adequate space for ingress and egress. Access drives shall be a minimum of twenty four feet (24') in width.
- B. Recreational Vehicle Spaces: Recreational vehicle spaces shall be ten feet (10') wide by forty two feet (42') long.



- C. **Commercial Vehicle Spaces:** Commercial vehicle spaces shall be ten feet (10') wide by twenty five feet (25') long, with a minimum fourteen feet (14') of vertical clearance.
- D. **Parking Accessory To A Residential Use:** Off street parking facilities accessory to residential use shall be utilized solely for the parking of licensed and operable passenger automobiles; no more than one truck not to exceed gross capacity of 1.5 tons; and recreational vehicles and equipment.
- E. **Parking in Residential Setbacks:** A motor home or recreational vehicle may be parked subject to county regulations.
- F. **Single-Family Dwellings:** Except as provided below, the off street parking spaces required for an attached or detached single-family dwelling shall be furnished within an enclosed garage. The garage shall have minimum area of six hundred twenty five 625 square feet with unobstructed space to a height of eight feet (8'), except for two foot (2') protrusions into this space by utility systems and storage units. The garage shall be attached directly to the dwelling unless exempted by a development agreement or approved by the county.
- G. **Driveway setbacks** shall be considered additional parking space, but may not be calculated to meet off street parking requirements.
- H. **Landscaping:** Where parking areas are larger than fifty (50) spaces, landscaping shall be incorporated into design to break large expanses of pavement and provide visual relief as well as relief of the effects of heat and glare. Any planting strip used must be a minimum of 8 feet in width. Landscaping will be subject to the "Shades of Green: BMP guide.
- I. **Parallel Parking Spaces:** Parallel parking spaces shall be a minimum of twenty four feet (24') in length.
- J. **Surfacing:** All areas intended to be utilized for parking space and driveways shall be surfaced with pavers, concrete or asphalt concrete to control dust and drainage. All proposed parking areas and driveway improvements shall require a grading and drainage plan approved in accordance with provision of the drainage control uniform regulations.
- K. **Striping:** Except for single-family dwellings, all parking stalls shall be marked with painted lines not less than four inches (4") wide.
- L. **Protruding Vehicles:** All on site parking stalls, which abut property lines shall be designed and constructed such that parked vehicles shall not protrude over property lines.
- M. **Handicapped Parking:** Handicapped parking spaces shall be provided



subject to federal American Disability act standards and NRS 484.408.

- N. Shared Use of Parking Facilities: Up to eighty percent (80%) of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off street parking facilities by other uses; provided a shared use calculation is completed ensuring maximum parking shall not be exceeded during any given period. A shared use must be by signed recorded agreement between all affected property owners.
- O. Requirements per shared use calculations (example: a church that only meets as a congregation on Sunday but houses a day school throughout the remainder of the week and not at the same time will only be required to meet the higher parking requirements of the 2 uses and not both requirements).
- P. Number of Spaces Required: The minimum number of off street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses in accordance with the requirements listed in Appendix F or Lincoln County RTC parking standards.
- Q. Vehicles for Sale: It is unlawful for any person to display for the purpose of sales or lease any vehicle upon any vacant lot or unimproved portion of public right of way.
- R. Emergency Parking Areas: All buildings within the PUD are required to have emergency parking areas in compliance with NFPA and state of Nevada fire codes.
- S. Bicycle parking: All public or commercial building will be equipped with bicycle parking and storage facilities meeting the NDOT Statewide Bicycle Plan standards.

14-5-16: LIGHTING:

Street lighting, signals, and other such street furniture shall conform to the regional transportation commission (RTC) uniform standard drawings and specifications manual for spacing, setbacks, wiring, and construction. However, privately maintained creative "village theme areas" with unique streetlight and signal designs are encouraged, character area designs may be approved by the commission during the tentative plan approval process. All lighting must conform to lighting standards in Appendix C.

**14-5-17: SIGNS:****A. Prohibited: Signs prohibited in the Toquop Planning Area are:**

1. Imitations or simulations of any directional, working, danger and/or informational sign.
2. Illumination of such brilliance and/or position as to blind or dazzle the vision of travelers.
3. Signs, advertising displays, and structures containing statements, words or suggestions or pictures of an obscene, indecent or immoral character.
4. Off-site signage for commercial uses.
5. Misleading, erroneous or false information and/or advertising.
6. Signs, advertising displays, and/or structures that emit any sound, portable or mobile signs, unless permitted as a temporary sign or for public safety.
7. Signs placed on parked vehicles or trailers, or parked commercial vehicles where the apparent purpose is to advertise a product or to direct people to a business or activity located on the same or nearby property.
8. Roof signs.
9. Banners, pennants, festoons, searchlights. (special use permit)
10. Signs imitating or resembling official traffic or government signs or signals.
11. Snipe signs or signs attached to trees, utility poles, public benches, streetlights, or placed on any public property or public right of way.

B. Canopies and Awnings: Signs are permitted on architectural building features such as canopies and awnings, with all regulations applying to text and logos only.

C. Freestanding Signs: Freestanding monument, entry/exit, construction, ladder, and for sale signs are allowed and shall be considered to face the street to which they are most nearly perpendicular. All other types of freestanding signs will not be allowed in any district.

1. **Height:** Ladder signs shall not be more than sixteen feet (16') tall, measured from the high point on the sign to ground level. Monument signs shall not be taller than seventy two inches (72") in



height. Signs in residential areas (for churches and other uses applicable in these areas) may be no more than four feet (4') in height.

2. **Display:** Front entrance signs shall display the development name, subdivision name, and directions to the subdivision only. Off premises directional signs shall display the subdivision name and a directional arrow only. Off premises directional signs shall only display a maximum of seven (7) subdivision location signs.
 3. **Materials:** Ladder signs shall be constructed of a metal material. Monument signs shall be constructed of either cement products, or of rock, marble or metal material.
 4. **Distance:** Entrance signs shall be constructed at the main entrance of the planned unit development or subdivision. Off premises directional signs are allowed a minimum of one-quarter (1/4) mile apart and at major intersections only. No one subdivision can have more than two (2) off premises directional signs unless the subdivision measures more than one mile in length. This would be measured along the street from the main entrance sign. If the subdivision is more than one mile in length the subdivision is allowed two (2) signs for every measured mile. All signs shall adhere to the community theme selected for the neighborhood.
 5. **Illumination:** No backlit signs will be allowed. No internal lighting may be used for signs in this section. Signs may be externally lit with concealed lighting only. Exposed bulbs or neon tubes are not allowed in or adjacent to planned unit developments.
- D. **For Sale Signs:** For sale signs must be no larger than three feet by three feet (3' x 3') in residential areas and are only allowed posted on local streets from Friday at five o'clock (5:00) P.M. to Sunday at twelve o'clock (12:00) midnight. Individual sale signs for homes may be posted continuously.
- E. **Election Signs:** Temporary election signs must be removed within five (5) working days of an election date and are subject to commission approval of size and height if proposed larger than three feet by three feet (3' x 3') for road signs and four feet by eight feet (4' x 8') for temporary ground billboards (candidates winning primary elections may leave signs in place until after general election).
- F. **Safety Signs:** School signs, block number signs, and other safety signs must conform to RTC uniform standards and specifications.
- G. **Street Name Signs:** Street names signs shall be in accordance with the NDOT standard drawings and specifications manual, however, creative character areas with unique street sign designs are encouraged... Character area designs may be approved during the tentative plan approval process.



- H. Billboards: Billboards of any kind are not allowed in the PUD communities and will be reviewed for use only along arterials by special use permit.
- I. Sign standards for Resort Zones may be reviewed independently through the Special Use permit process subject to ensuring appropriate buffering to any adjacent residential zones.

14-5-18: STORAGE AND TRASH ENCLOSURES:

- A. Refuse Container Enclosures: All development, except for single-family residential development, shall provide interior or exterior enclosures for all refuse containers, including recyclable containers if provided, compactors, and areas per the standard of the local trash service provider.
 - 1. Trash enclosure walls shall be a minimum of five feet four inches (5'4") high, constructed of masonry, concrete block or wood and shall have solid/screened gates. The height may be waived with the approval of the county if the owner demonstrates that the height of the trash enclosure will completely screen the trash receptacles.
 - 2. The enclosure shall be set back at least fifty feet (50') from any residential development on an adjacent parcel and exact locations shall be provided to the county for approval with the PUD.
 - 3. An enclosure shall be located within two hundred feet (200') of each multi-family residential or commercial building within a development.
 - 4. Doors shall not open into the right of way, or be located within any required yard.
 - 5. Colors and materials for refuse facilities should blend with and carefully placed to minimize impacts on structures in the area.
 - 6. Refuse container sites and access should be designed as to minimize traffic impairment.
- B. Storage Enclosures: Outdoor storage and display of merchandise, materials, or equipment, including display of merchandise, materials, and equipment for customer pick up, may be permitted subject to Special Use Permit in the commercial and industrial zones with approved visual screening requirements and other conditions if deemed necessary to prevent such adverse impacts.

14-5-19: PUBLIC SAFETY INFRASTRUCTURE:



1. Emergency medical services will be provided by the emergency medical services district having jurisdiction. Law enforcement services will be provided by the Lincoln County sheriff according to development agreements provisions.
 - A. A 911 system must be available to all residents and visitors in Toquop. This system may be maintained in the Toquop community or outside Toquop with direct dispatch capabilities to Lincoln County emergency management personnel. Developers shall provide cash contributions for the establishment of such a system on a prorated system based on gross acreage owned.
 - B. Fire prevention and suppression services will be provided by the fire district having jurisdiction.
 - C. Developers, at their sole expense, shall provide cash contributions or construction of county fire stations, dedication of sites and associated equipment and police substations, to be credited toward overall contribution by all parcel owners in the Toquop planning area. Contributions of sites, equipment and facilities will be credited or prorated toward overall public safety needs in a proportional manner by all parcel owners in the Toquop Planning area.
 - D. The Toquop Planning Area fire stations shall be located within a five (5) mile road distance radius of all developed properties and maintain at least one primary police station. Site dedications by developers will be based upon locational needs and requirements of Title 14.
 - E. Substations will be required based on travel distance, density and the type of proposed development and determined by Lincoln County at the time of the development agreement. Substations will require at least one fire engine, one quick response vehicle and one EMT-Rescue vehicle.
 - F. The Primary Fire station shall be equipped and provided by developers with at least two pumper trucks, one tanker truck, and ladder truck capable up to thirty five feet (35') in height (standard building height for Toquop), one EMT/rescue vehicle.. If building height waivers are requested above 35' developers will be required to provide a ladder truck near the site and associated facilities for such vehicles.
 - G. Public clinic locations shall be available to residents in Toquop, either by interlocal agreement, development agreements or other means.
 - H. All buildings must follow the adopted codes of Lincoln County (IBC) in order to meet public safety requirements.
 - I. The fire safety rating system will be the highest rating attainable with all buildings required to be fire sprinklered.



14-5-20: WATER DISTRIBUTION SYSTEM

- A. **Sizing:** The water distribution system internal to the development shall be sized to meet both the initial and future culinary and fire safety demands of the proposed development. Over sizing for likely extensions for future phases is also required at the time of installation. Any over-sizing costs shall be shared proportionally based on overall development areas and proposed densities by the affected developers.
- B. **Design Standards:** Except as noted, all water systems shall be designed in accordance with the uniform design and construction standards for water distribution systems, the uniform standard specifications for public works construction, and the NFPA code.
- C. **Building Fire Sprinkler Systems:** All buildings shall be provided with an approved automatic fire sprinkler system as required in adopted Lincoln County fire code. The water system design shall accommodate the requirements for building fire sprinkler systems in accordance with NFPA 13,13R, and 13D. The building fire sprinkler system shall meet fire code requirements.
- D. **Fire Hydrants:** In all residential areas, fire hydrants shall not be spaced greater than five hundred feet (500') apart.
- E. **Future Connections:** If future connection to a different supply system is anticipated, critical pressure in that system may be used as the starting design pressure.
- F. **Service Life:** The system is to be designed for a minimum service life of fifty (50) years.
- G. **Freeze Prevention:** System must provide sufficient cover to prevent freezing.
- H. **Dead End Mains:** Dead end mains are to be provided with a suitable means for flushing.
- I. **Fire Flow Standards:** Standards for fire flows as required by International Fire Code and NFPA.



14-5-21: WATER RELIABILITY REQUIREMENTS:

- A. The average daily demand of the entire service area and the proposed development will be based on a maximum of one half acre-foot per home per year with water conservation measures at the national average or future requirements set forth by the county water district or designated water purveyor.
- B. The average daily demand and fire flow for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be utilized in calculating this amount.
- C. Each residential lot shall have adequate water to meet required landscaping areas and types as specified in this ordinance.
- D. In addition to the fifteen percent (15%) turf limitation, watering will not be permitted between the hours of (9:00) A.M. and (7:00) P.M. between April 1st and October 1st of each year.
- E. The development agreement shall include any requirements for water under section 14-4-2.
- F. Individual on-site wells will not be permitted in the Toquop Township.
- G. All water facilities (tanks and accessory buildings) colors and design shall blend with the surrounding environment.

14-5-22: WASTEWATER COLLECTION TREATMENT:

- A. Wastewater collection systems shall be designed in accordance with uniform plumbing codes.
- B. Septic systems shall not be permitted except in the RE district for residential use.

14-5-23: WATER CONSERVATION:

- A. Standards: Standards for water closets, urinals, and flow rates shall be used in the Toquop Area shall conform to the most recent International Plumbing Code.
- B. Reuse Water (Secondary System): A secondary (or dual) water system shall be utilized throughout all zones in the PUD. Right of ways shall be designed to accommodate the use of dedicated irrigation lines in addition to other required systems.



- C. Gray Water Systems: Use of gray water systems are encouraged in master planned communities, particularly in large projects (such as hotels) as the water supply for flushing toilets.
- D. Landscape Watering: Reuse and gray water systems for watering golf courses (fairways and greens), fountains, landscaping strips in ROW's, common open space, and ponds are required.

14-5-24: UTILITIES:

- A. Underground Installation: All utilities, including electricity and telephone, television and traffic signal service lines shall be installed underground, with the exception of high voltage transmission lines above 138 kilovolts (all distribution voltage must be buried), transformer and switch boxes, and vaults.
- B. Electric Utilities: Electric utilities will meet national electrical safety code standards.
- C. Underground Location: Typical underground utility and pipe locations in streets shall follow RTC uniform standards and specifications.
- D. Installment Methods: Trenching, anchoring, installation, and chlorination methods shall follow RTC uniform standards and specifications.
- E. Utility Fixtures: Utility fixtures, such as transformers, junction vaults, and traffic control pedestals, irrigation controls, and fire protection equipment (except hydrants) shall be set back from public rights of way and screened from view.
- F. Location Of Utility Poles and cabinets: Utility poles or cabinets must be located away from sidewalks.
- G. All telecommunications facilities and accessory structures will be sited to minimize their view or be collocated with other facilities. Facility design, exterior colors and materials will be required for the facility to blend with the surrounding landscape.



14-5-25: HOMEOWNERS' AND MAINTENANCE ASSOCIATIONS:

A. Home Owner Associations:

1. Much of the Toquop area roads and landscape will eventually be owned and maintained by private homeowners, requiring an ongoing homeowners' association to be established. Therefore, HOA's must be established prior to the first parcel being sold within all residential developments.
2. Membership and dues to the homeowners' association shall be mandatory for each owner and successive buyer.
3. Maintenance of the perimeter landscaping shall be the responsibility of the property owner, developer, or homeowners' association and described as such in proposed CC&R's for each PUD.
4. The management and maintenance agreement for common open space and recreational facilities shall be permanent or in conjunction with a long term agreement (e.g., 99 years).
5. The homeowners' association shall be responsible for liability insurance and the maintenance of recreational service and other facilities as deemed necessary by the county.
6. CC&R's for each individual development/subdivision shall be initially created by the developer and subsequently maintained and enforced by the established HOA in perpetuity. Any CC&R's must meet minimum standards of this ordinance.
7. CC&R's shall address parking limitations, landscaping and architectural limitations, common area maintenance and other issues deemed appropriate by each HOA if not outlined in this ordinance. Any additional requirements may not be less restrictive than those listed herein. The HOA must also address the limitation to potential impacts to the Virgin River Basin through involvement in the Virgin River Watershed Group or through the establishment of a Best Management Practices committee.
8. Homeowners shall pay their pro rata share of the cost and the assessment levied by the association that can become a lien on the property in accordance with Nevada Revised Statutes 278.
9. The association shall be required to adjust its assessment to meet changing needs with a majority of total votes received.



B. Cams:

1. Office, commercial and industrial developments shall establish a mechanism to manage and maintain common areas to the development.
2. Each building and/or property owner in the development shall be a member of this management mechanism.
3. The management and maintenance agreement for common open space and recreational facilities shall be permanent or in conjunction with a long term agreement (e.g., 99 years).

C. Maintenance districts may be created by the county to address any maintenance or service related issues not addressed adequately by the Homeowners Association. Any associated cost will be imposed as a fee to be paid by the property owner and if unpaid will become a lien upon the property.

14-5-26: MANUFACTURED HOUSING:

A. Manufactured housing standards must conform to NRS 278.

Manufactured homes in the Toquop area shall contain a minimum of one thousand two hundred (1,200) square feet of living area, equal to that of the smallest single-family home. In addition, all manufactured homes will be required to have the first floor level near adjacent finish grade level. The intent is to maintain the appearance of a standard stick build home.

14-5-27: HOME OCCUPATIONS:

A. Home occupations although more of a "use" than a standard, home occupations are addressed in this title because the community is expected to model a quiet bedroom type community with higher percentages of persons working at home than the national norm. For this reason, the following standards must be met:

B. Permitted Home Occupations subject to the following standards.

- 800 numbers and 900 numbers.
- Artist.
- Bookkeeping, accounting services.
- Ceramics, kiln with a 120-volt service only.
- Computer based businesses.
- Computer graphics services.
- Consulting services.
- Court reporting.
- Errand services.
- Family home (baby sitting).
- Flower arrangement, excluding fresh flowers.
- Handicraft, including gift basket assembly

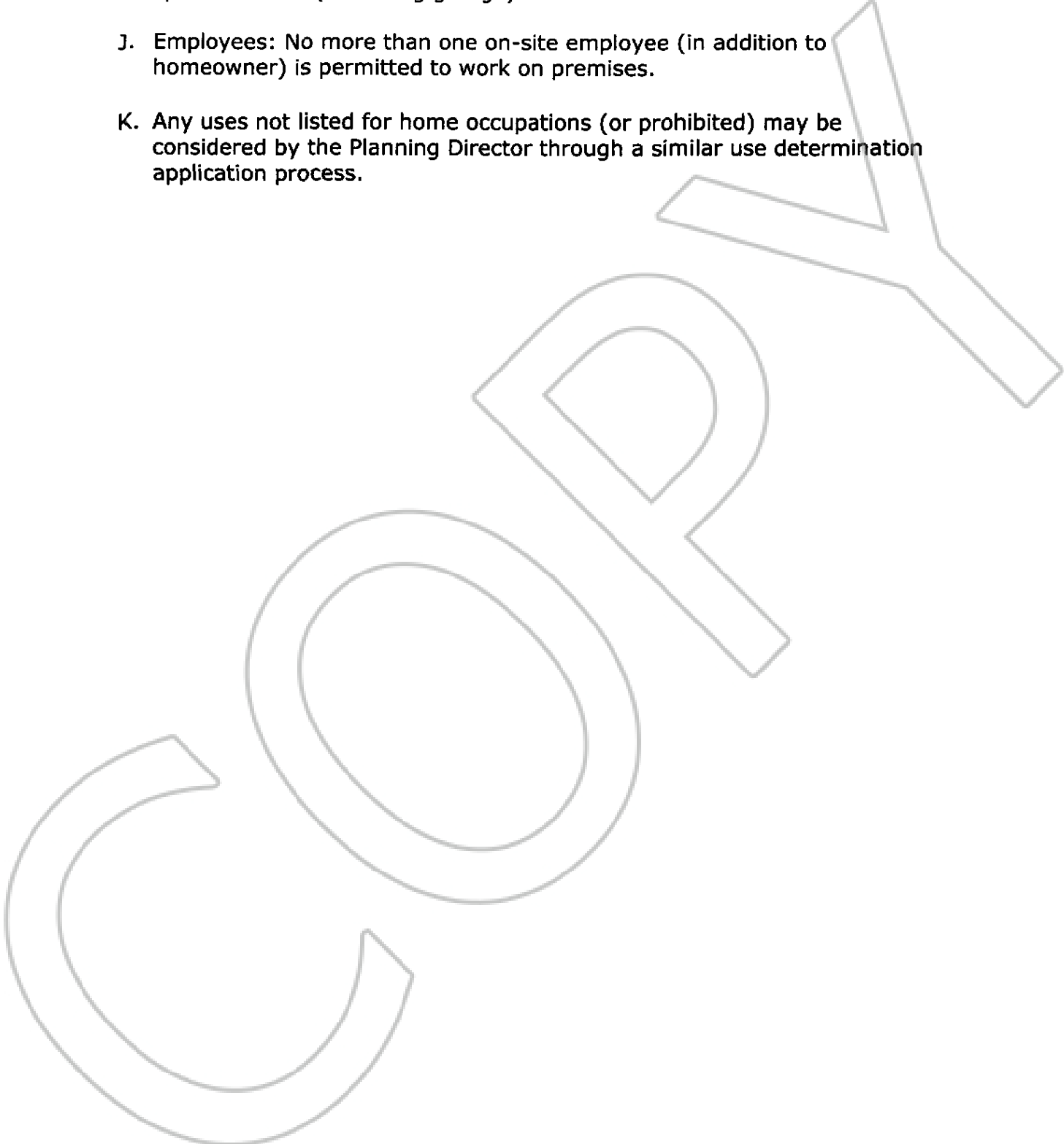


- Information services.
- Insurance adjustment services.
- Interior design services.
- Internet design and management.
- Janitorial services.
- Jewelry making, excluding the smelting of metal.
- Maintenance businesses, except licensed contractors.
- Massage therapist - outcall only.
- Newspaper delivery service.
- Party planning services.
- Photography and related services, excluding the processing of film.
- Professional services (such as architects and similar professions).
- School - individual instruction.
- Secretarial services.
- Tailoring, sewing services.
- Tax preparation services.
- Telephone services, does not include escort services nor telemarketing services.
- Travel agent.
- Writer.

- C. **Services:** Services must be business outcall only with no walk in traffic.
- D. **No Disturbance:** There shall be no disturbance such as noise, vibration, electrical interference, smoke, dust, odor, lighting heat or glare beyond the lot lines or beyond the confines of the dwelling unit.
- E. **No On-Site Sales:** There shall be no direct selling, leasing or delivery of stocks of merchandise, supplies or products on, to or from the premises.
- F. **Exterior Alterations:** There shall be no external alteration of the residential appearance of a dwelling unit. At or in front of the dwelling unit of the home occupation, there shall be no exterior display; no exterior storage of merchandise, inventory, equipment or materials; no exterior deposition of waste materials, except that which is placed at the curb the day of garbage pick up; window display, including a sign visible from outside the dwelling unit; no house calls; nor other indication from the exterior that a dwelling unit or accessory building is being used in part for any use other than that of a dwelling unit or accessory building for purely residential purposes.
- G. **Harmful Materials:** There shall be no toxic, explosive, flammable, combustible, corrosive, etiologic, or radioactive materials, used or stored on the premises, except that which is generally used for residential purposes.
- H. **Parking:** At or in front of the dwelling unit of the home occupation, the use; parking or storage of such equipment and vehicles as tractors; semitruck tractors or trailers; heavy equipment such as construction equipment; vehicles over 1.5 tons, commercially licensed vehicles with six (6) wheels or more shall be prohibited.



- I. Space: Occupation must occupy no greater than fifteen percent (15%) of space in home (excluding garage).
- J. Employees: No more than one on-site employee (in addition to homeowner) is permitted to work on premises.
- K. Any uses not listed for home occupations (or prohibited) may be considered by the Planning Director through a similar use determination application process.





CHAPTER 6 APPENDICES

APPENDIX A: DEFINITIONS:

ABUTTING: *Having a common border with, or being separated from such a common border, by a public or private street, alley, or easement.*

ACCESS: *A means of approach to provide vehicular or pedestrian physical entrance to a property.*

ACCESSORY BUILDING: *A detached building clearly incidental to, and located upon, the same lot occupied by the main building. Any accessory building shall be considered to be a part of the main building when joined to the main building by a common wall or when an accessory building and the main building are connected by a breezeway.*

ACCENT LIGHTING means *any directional lighting which emphasizes a particular object or draws attention to a particular area.*

BUILDING: *Any structure, other than a tent, having a single or common roof supported by columns or walls.*

BUILDING HEIGHT: *The vertical distance from the average grade to the highest building point.*

CASINO: *Any place where gaming is operated or maintained, except that "casino" shall not be construed to include any place devoted to the use of fifteen (15) or fewer slot machines only as permitted by Nevada Revised Statutes 463.161.*

Master Development Plan APPLICATION: *Preliminary design concept for overall planned unit development area as presented by parcels A-J subsequent to the approval of a development agreement outlining overall development potential of the subject tract.*

CHARACTER AREA: *Specific designs in designated areas that are all similar in style and color and highlight the character and aesthetics of an area with colors, styles, or designs.*

DARK SKY LIGHTING: *Outdoor lighting fixtures that are 90 degree cut-off fixtures, shielded towards the ground and do not allow light pollution onto adjacent parcels. See Appendix c.*

DENSITY: *The number of residential dwelling units occupying a given land area, expressed in terms of dwelling units per gross acre of land.*



DEVELOPMENT AGREEMENT: A written agreement, adopted pursuant to state statutes for a specified period of time between the county and any person having a legal or equitable interest in real property for the purpose of developing such property in accordance with specified laws, ordinances, codes, rules and regulations in effect at the time such agreement is executed, in return for additional development requirements that may include, but are not limited to, provision of design standards, public facilities and staffing, on and off site infrastructure and other improvements.

DISABLING GLARE means light that impairs visibility, and does create a potentially hazardous situation for either pedestrians or motorists.

GLARE means the brightness of a light source that causes eye discomfort.

GRADE: The average level of the finished ground level at the center of all walls of the building and the finished grade for the purpose of determining the height of fences, walls, and/or hedges shall be the top of curb grade for fences, walls and hedges along a street. Where the finished grade line of a lot is above or below the finished grade line of an abutting lot, the finished grade shall be the point on the high side.

GRADING: Any excavation, filling, clearing vegetation, rough grading, stockpiling, or altering the natural ground surface or its elevation.

HAZARDOUS MATERIALS: May include, but are not limited to, explosives, flammables, combustibles, compressed gases, cryogenics, poisons and toxins, reactive and oxidizing agents, radioactive materials, corrosives, carcinogenics, or etiological agents, or any combination thereof.

LAMP means the light producing source installed in the bulb portion of a luminaire.

LANDSCAPING: The combination of natural elements such as trees, shrubs, ground covers, vines, and other living organic and inorganic material which are installed for purposes of creating an attractive and pleasing environment, screening unsightly views, reducing environmental heat, filtering particulate matter from the air, and boosting oxygen levels. Public art, water features, plazas, patios, decorative courtyards and lighting may also be considered landscape elements.

LEGAL HARDSHIP: That the strict application of the regulations would work an unnecessary hardship and that the granting of the application is necessary for the preservation and enjoyment of substantial existing property rights.

LIGHT POLLUTION means general sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.



LIGHT TRESPASS means light emitted by a luminaire that shines beyond the property on which the luminaire is installed.

LUMINAIRE means a complete lighting unit including the lamps, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Used synonymously with fixture.

MASTER DEVELOPMENT PLAN- Upon submittal of Development Agreement or any development of land within the Toquop Planning Area a Master Development Plan shall be submitted in accordance with NRS 278A, Title 13 and Title 14 of the Lincoln County Code. Selected portions of the planned unit development submittals requirements will be required per this ordinance for any master development plan.

NUISANCE glare means light that creates an annoyance or aggravation, but does not create a potentially hazardous situation.

OPEN SPACE: Land areas which dedicated to the county, GID or HOA for public use. These areas may not be occupied by any non recreational structures designed or intended for vehicular traffic, parking, buildings, or structures but allow water features, decorative objects such as artwork, decorative fences, unenclosed patios and balconies. Public Open Space areas will include areas of not less than 25% total open space area that are usable for recreational uses and contain slopes less than 35%.

PATIO COVER: A structure, which is not enclosed and provides sheltered outdoor space, except that a patio cover may be partially enclosed providing that the wall area is more than fifty percent (50%) open, not including windows. This does include balconies.

PUBLIC UTILITY: Water, sanitary or storm sewers, telecommunications, traffic signal and street lighting systems, petrochemical pipelines, electric power, gas, cable television systems or facilities, irrigation water company systems, or other facilities permitted to be within county rights of way or the companies operating such facilities, and including the meaning ascribed under section 704.020 of the Nevada Revised Statutes.

RELIGIOUS INSTITUTION: Any church, synagogue, mosque, temple or building, which is used primarily for religious worship and related religious activities.

RIGHT OF WAY: A strip of land, which is used as a roadbed, either for a street or railway. The land is set aside as an easement or in fee, either by agreement or condemnation. Also used to describe the right of land to pass over that of another.

SCHOOL: Any public or private educational facility including, but not limited to, child daycare facilities, nursery schools, preschools, kindergartens, elementary



schools, primary schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, special education schools, universities, and community colleges. School includes the school grounds, but does not include the facilities used primarily for another purpose and only incidentally as a school.

SECONDARY WATER SYSTEM: *Pressurized or open ditch water delivery system of untreated water for irrigation of privately or publicly owned lawns, gardens, parks, cemeteries, golf courses and other open areas. These are sometimes called "dual" water systems.*

SEXUALLY ORIENTED BUSINESS: *An adult arcade, adult bookstore, adult novelty shop, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, massage parlor, sexual encounter establishment, escort agency or seminude model studio. This includes phone and internet based adult businesses.*

STREET: *A public or private thoroughfare used, or intended to be used, for passage or travel by automobiles, trucks, bicycles and/or pedestrians, whether designated a street, road, avenue, trail or otherwise, and including all the improvements and landscaping within the right of way or easement or a thoroughfare which has been made public by right of use and which affords the principal means of access to abutting property.*

SHIELDING: *means that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture where light is emitted.*

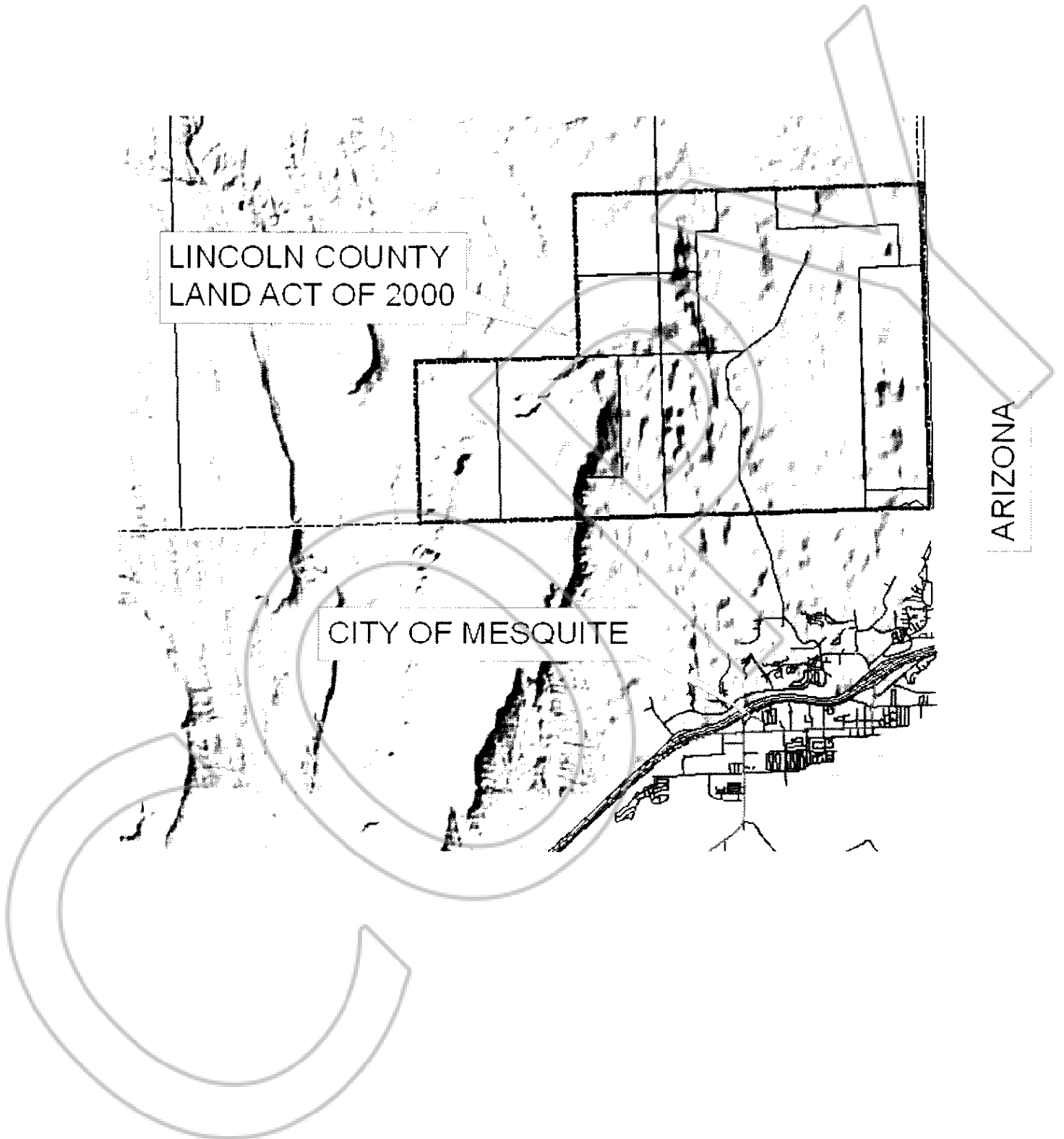
TURF: *Any grassy area maintained by frequent mowing and fertilization and/or watering, commonly used for lawns and playing fields.*

XERISCAPE: *A style of landscaping for the purpose of water and energy conservation that is generally accepted to include the following seven (7) principles:*

- A. Appropriate planning and water conserving design.*
- B. Reduced lawn areas.*
- C. Appropriate and efficient irrigation.*
- D. Soil improvement for water absorption and retention.*
- E. Use of organic or inorganic mulches.*
- F. Use of low water demand plants and trees.*



APPENDIX B; TOQUOP PLANNING AREA MAP:





APPENDIX C: OUTDOOR LIGHTING CODE

- A. The purpose of the Outdoor Lighting section is to regulate outdoor lighting in order to: reduce light pollution; reduce or prevent glare; reduce or prevent light trespass; conserve energy; promote a sense of safety and security; and ensure aesthetically appropriate outdoor lighting in keeping with the character of the Toquop Planning Area.

- B. Applications for tentative PUD's, building permits which include the installation or replacement of outdoor lighting fixtures for new construction, additions or remodeling shall provide evidence of compliance with the requirements of this Ordinance. The submittal shall contain the following information:
 - 1. Plans indicating the location, type, and height of luminaires including both building and ground mounted fixtures;
 - 2. A description of the luminaires, including lamps, poles or other supports, and shielding devices, which may be provided as catalogue cuts from the manufacturer;
 - 3. Photometric data, such as that furnished by the manufacturer, showing the angle of light emission; and,
 - 4. Additional information as may be required by the planning and land use department in order to determine compliance with this Ordinance.

- C. Applications for single-family residential or other projects where no lamp exceeds 160 watts shall not be required to comply with paragraph A above.

- D. Illumination levels and uniformity shall be in accordance with current recommended practices of the illuminating engineering society as available from the planning and land use department. Recommended standards of the illuminating engineering society shall not be exceeded.

- E. All outdoor fighting fixtures shall be designed, installed, located and maintained such that nuisance glare onto adjacent properties or streets shall be minimized to the greatest extent practical. Disabling glare onto adjacent properties or streets shall not be permitted. This section may be enforced on the basis of a formal complaint filed in writing with the planning department.

- F. To address public safety concerns, pedestrian corridors and crosswalks may include lighted bollards or low profile (4' or shorter) decorative lighting fixtures. These fixtures shall meet dark sky lighting standards and



be 90 degree or less cut off fixtures and fully shielded or hooded.

- G. Lighting covenants will be developed and recorded by developers for homeowners to disclose to homeowners the nature of the dark sky policies and proper lighting fixtures for all exterior lighting. The HOA will be responsible for monitoring and enforcement of such covenants.
- H. Any accessory structures or utilities built in conjunction with the Toquop Planning Area will follow dark sky lighting standards developed in conjunction with the PUD.
- I. Accent lighting shall be directed onto the building or object and not toward the sky or onto adjacent properties. Direct light emissions shall not be visible above the roof line or beyond the building edge.
- J. Soffit or recessed lighting is strongly encouraged when exterior ambient lighting is necessary for all buildings.
- K. The following type of lamps are permitted and shall be shielded as follows:

Lamp type	required shielding
Low pressure sodium	yes
High pressure sodium	yes
Metal halide	yes
Fluorescent, quartz-halogen, and incandescent over 160 watt (per fixture)	yes
Incandescent 160 watts or less (per fixture)	No
Glass tubes filled with neon**, argon, or krypton	No
Any light 50 watts or less (per fixture)	No

**Neon is permitted only in casino districts



APPENDIX D: "TREES FOR TOMMORROW"

Common Name	Botanical Name	Height	Width	Leaf Character	Growth Rate	Water Use			Litter			Spines or Thorns	Landscape Uses				Attributes or Special Traits
						low	medium	high	leaves	flowers	fruit, seeds or cones		Pool	Patio	Wall or Screen	Wildlife Habitat	
SMALL TREES																	
Acacia, Cat's Claw	<i>Acacia greggii</i>	15	20	D	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	feathery leaves, fragrant flower; native formal, civilized
Acacia, Mulga	<i>Acacia aneura</i>	18	18	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	fragrant flowers; lacy leaves; good canopy
Acacia, Sweet	<i>Acacia farnesiana</i>	25	25	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	rambunctious form, fun to live with
Acacia, Twisted	<i>Acacia schaffneri</i>	20	20	D	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	shrubby with smooth white bark
Acacia, White Thorn	<i>Acacia constricta</i>	10	15	D	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	slow growing with pear shape
Ash, Littleleaf	<i>Fraxinus greggii</i>	12-15	10-15	SE	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	butterflies; peppery scent; pink, white, lavender
Chaste Tree	<i>Vitex agnus-castus</i>	25	25	D	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	orchid-like flowers; fragrant, hummingbirds; native
Desert Willow	<i>Chilopsis linearis</i>	25	30	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	attracts birds
Elderberry, Mexican	<i>Sambucus nigra</i>	10-20	25	SE	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	edible fruit
Jujube, (Chinese Date)	<i>Ziziphus jujube</i>	15-20	15-20	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	fragrant flowers, dark gray bark, striking by colored walls
Kidneywood	<i>Eysenhardtia orthocarpa</i>	18	25	SE	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	fragrant, herbal uses; north walls only, needs protection
Laurél, Bay	<i>Laurus nobilis</i>	12-25	12-25	E	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	native tree with full canopy
Mesquite, Honey	<i>Prosopis torreyana</i>	25	30	D	F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	native shrubby tree with full canopy and mistletoe
Mesquite, Native	<i>Prosopis juliflora</i>	25	30	D	F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	good small tree; interesting fruit & shaggy bark; native tree
Mesquite, Screwbean	<i>Prosopis pubescens</i>	15	20	D	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	bright yellow-green trunk and stems
Palo Verde, Foothill	<i>Parkinsonia microphylla</i>	10-20	10-20	D	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	to die for
Redbud, Eastern	<i>Cercis canadensis</i>	25	25	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	to die for
Redbud, Western	<i>Cercis occidentalis</i>	25	25	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	interesting fruit and bark
Strawberry Tree	<i>Arbutus unedo</i>	8-30	10-30	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	slow growing with round form
Western Hackberry	<i>Celtis reticulata</i>	15-20	15-20	D	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	dappled shade; fragrant flowers
Texas Mountain Laurel	<i>Sophora secundiflora</i>	15	15	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	bright chartreuse color
Xylosma	<i>Xylosma congestum</i>	10-15	10-15	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



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Common Name	Botanical Name	Height	Width	Leaf Character	Growth Rate	Water Use			Litter			Spines or Thorns? Yes / No	Landscape Uses				Attributes or Special Traits
						low	medium	high	leaves	flowers	fruit, seeds, cones		Pool	Patio	Wall or Screen	Wildlife Habitat	
MEDIUM TREES																	
Acacia, Shoestring	<i>Acacia stenophylla</i>	40	30	E	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	long, narrow leaves
Ash, Raywood	<i>Fraxinus angustifolia</i>	25-35	25	D	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	lacy, elegant, formal; good fall color
Bottle Tree	<i>Brachychiton populneus</i>	30-50	30	E	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	green trunk; good windbreak
Chitalpa	<i>X Chitalpa tashkentensis</i>	20-30	20-30	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	orchid-like flowers, fragrant; architectural form
Coolibah Tree	<i>Eucalyptus microtheca</i>	30-40	30-40	E	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	herbal fragrance
Goldenrain Tree	<i>Koelreuteria paniculata</i>	20-35	25-40	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	beautiful flowers & fruit
Japanese Pagoda Tree	<i>Sophora japonica</i>	30-50	30-50	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	tree of paradise
Locust, Honey (thornless)	<i>Gleditsia triacanthos inermis</i>	35	35	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	fragrant; fern-like leaves
Mesquite, Argentine	<i>Prosopis alba</i>	30	30	SE	F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	fern-like leaves
Mesquite, Chilean	<i>Prosopis chilensis</i>	30	30	SE	F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	thornless varieties available
Oak, Chinquapin	<i>Quercus muhlenbergii</i>	30	30	D	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ruffly leaves; bright orange fall color
Oak, Texas Red	<i>Quercus texana</i>	25-30	25-30	D	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	lobed leaves; bright red fall color
Olive, European fruit	<i>Olea europaea</i>	30	30	E	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	symbol of peace; fruitless varieties available
Palo Verde, Blue	<i>Parkinsonia florida</i>	30	30	SE	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	dainty leaves; bluegreen trunk
Sumac, African	<i>Rhus lancea</i>	20-30	20-35	E	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	good windbreak
Texas Ebony	<i>Ebanopsis ebano (Pithecellobium)</i>	15-40	15-30	SE	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	graceful
Texas Olive	<i>Cordia alliodora</i>	25-30	25	SE	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	buy and plant more of these trees
Yew Pine	<i>Podocarpus macrophyllu</i>	15-40	6-15	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	elegant, formal, good hedge; north facing only



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Common Name	Botanical Name	Height	Leaf Character	Growth Rate	Water Use			Litter			Spines or Thorns Yes / No	Landscape Uses				Attributes or Special Traits
					low	medium	high	leaves	flowers	fruit cones or seeds		Pool	Patio	Wall or Screen	Wildlife Habitat	
LARGE TREES																
Ash, Arizona	<i>Fraxinus velutina</i>	30-60	D	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	good fall color; good canopy
Ash, Fan-Tex	<i>Fraxinus velutina 'Rio Grand'</i>	50	D	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	very civil; light green color
Ash, Modesto	<i>Fraxinus velutina 'Glabra'</i>	50	D	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	refined look; strong fall color
Elm, Chinese (Lacebark Elm)	<i>Ulmus parvifolia</i>	40-60	SE	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	disease free; beautiful bark; must have this tree
Locust, Black	<i>Robinia pseudoacacia</i>	40	D	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	thorny branches
Locust, Black 'Purple Robe'	<i>Robinia x ambigua 'Purple Robe'</i>	40	D	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	great flower display in spring
Oak, Cork	<i>Quercus suber</i>	30-60	SE	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	slow growing first 300 years; neat bark; giant canopy
Oak, Escarpment	<i>Quercus fusiformis</i>	50	E	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	extremely drought tolerant
Oak, Holly	<i>Quercus ilex</i>	30-60	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	great shade tree
Oak, Live	<i>Quercus virginiana</i>	40-50	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	good urban tree; elegant form
Oak, Valley	<i>Quercus lobata</i>	40-50	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	large acorns
Pine, Aleppo	<i>Pinus halepensis</i>	30-60	E	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	best pine for shade
Pine, Mondel (Afgan Pine)	<i>Pinus eldarica</i>	30-60	E	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	stately tree; good windbreak
Pine, Stone	<i>Pinus pinea</i>	40-80	E	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	elegant tree; slow growing
Pistache, Chinese	<i>Pistacia chinensis</i>	50	D	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	vibrant red fall color
Texas Umbrella (Chinaberry)	<i>Melia azedarach</i>	30-50	D	M F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	fast growing shade tree; fragrant
Zelkova, Japanese (Sawleaf)	<i>Zelkova serrata</i>	40-60	D	S M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	handsome tree producing great shade



APPENDIX E: WEED MANAGEMENT PLAN

Invasive plant species are dramatically changing the natural resources of Nevada by displacing historic native vegetation and forming extensive monocultures of alien plants. This process displaces plants necessary for soil retention, ecological function, help limit fire history to historic frequencies, and provide habitat and nutrition for many different species of animals. Included among the animals dependent upon native vegetation are many endangered species – including the desert tortoise.

Coordinated long term controls of invasive plants are essential to keep them in check. All people who are associated in any way with natural resources have a responsibility to assist in the efforts to keep invasive plant species under control. Landowners are specifically responsible for designated noxious weeds under Nevada statute.

Developers need to take all steps necessary to insure that noxious weeds are not allowed to produce propagative parts (seeds, root stolons, etc.) to grow within the PUD boundaries.

An approved “noxious weed management plan” will be required prior to the issuance of a grading permit.

APPENDIX F: PARKING STANDARDS

Housing Type	Minimum Required Parking (Per unit)	Other/additional Space Requirements	Minimum Required Bicycle Parking (1)	Minimum Required Loading spaces Parking (1)
Single and Two Family Residences	2.0			
Single Family Attached	2.0			
Studio apartment or 1 bedroom unit	1.25			
2 bedroom units	1.75			
Units with more than 2 bedrooms	2.0			
Visitor parking (attached only)	1:5			
Senior Housing	1	Covered or enclosed		



Commercial/Retail Service Uses	Minimum Required Parking (Per sq ft)	Other/additional Space Requirements	Minimum Required Bicycle Parking (1)	Minimum Required Loading spaces Parking (1)
Adult theaters (SB)	1 per 90 sq/ft	Not less than 15		
Adult bookstores and sex novelty shops	3 per 1000			
Adult entertainment cabarets	10 per 1000	Not less than 15		
Automobile sales/auctions	2 per sale	Plus 1 per 20 display vehicles		
Automobile Repair	5.5 per 1000	Not less than 5		
Vehicle services/ maintenance stations	3 per service bay	Plus 4 per 1000 sq/ ft of retail sales		
Bar Lounge Tavern	10 per 1000 sq ft	Plus 2 per 1000 outdoor use areas		
Car wash- automated	2	1 per employee stacking areas		
Financial services	4 per 1000			
Funeral Home	10 per 1000 sq ft			
Furniture and appliance store	2 per 1000 sq ft Up to 15,000 sq ft	Then 1.25 per 1000		
Grocery stores/ convenience markets	4 per 1000 sq ft			
Hotels/ Motels	1 per guestroom up to 500 rooms	1:2 500-1000 1:4 over 1000 And 10 per 1000 sq ft of on site restaurant		
Office	4 per 1,000 square feet			
Plant nurseries, building materials, equipment rental or sales yards, and similar uses	2 per 1,000 square feet, plus 1 per 2,500 square feet of outdoor display			
Resort hotels includes timeshare and all accessory uses, including co-facilities (except for amusement parks and stadiums or arenas)	1 per guestroom up to 500 plus 1 per 2 guestrooms over 500 up to 1,000 plus 1 per 4 guestrooms over 1,000 plus 6 per 1,000 square feet all other uses (except for			



	access to the rooms)			
Restaurants: freestanding restaurants not in a shopping center	10 per 1,000 square feet plus 2 per 1,000 square feet outdoor public uses			
Retail uses: such as freestanding restaurants or places of worship within a shopping center, personal services, auctions, showrooms in conjunction with retail uses, appliance repair shops, and amusement arcades	5 per 1,000 for up to 75,000 square feet			

Institutional Uses	Minimum Required Parking (Per Dwelling Unit)	Other/additional Requirements	Minimum Required Bicycle Parking (1)	Minimum Required Loading spaces Parking (1)
Congregate care facility	1 per 3 beds	1 per employee		
Hospitals	1.5 per bed			
Medical/dental offices and clinics	4 per 1,000 square feet			
Place of worship	10 per 1,000 square feet,	0.5 per bedroom for residence		
Hotels, motels (including office, lobby, and timeshare, but not including resort hotels)	1:2 guestrooms 0-500 sq. ft. 1:4 guestrooms 500-1000 sq. ft.	Plus 10 for restaurant on site		



Educational Uses	Minimum Required Parking (Per Sq. feet)	Other/additional Requirements	Minimum Required Bicycle Parking (1)	Minimum Required Loading spaces Parking (1)
Childcare or daycare	4 per 1000	Designated drop-off and stacking place		
Elementary & Middle Schools	1 per classroom	Plus 4 per 1000 sq. ft. of office		
High School	7 per classroom	Plus 4 per 1000 sq ft or 1:90 square ft of gym or auditorium (larger of the 2)		
Colleges/Universities	1 per 2 employees	1 per 3 students based on maximum projected enrollment		
Other Schools for music technical, business or sports	2 per 1000	Plus 4 per 1000 sq ft office		

Cultural Entertainment Uses	Minimum Required Parking (Per Square feet or other basis)	Other/additional Requirements	Minimum Required Bicycle Parking (1)	Minimum Required Loading spaces Parking (1)
Billiards Hall	1 per 90			
Bowling Alleys	4.5 spaces per lane			
Club/Lodge	10 per 1000 s			
Amusement Parks	1 per 600 of internal acreage			
Miniature golf	3 per hole			
Community/ Recreational Buildings not in conjunction with a residential use	4 per 1000			
Convention Facilities (Stand alone)	2 per 1000			
Dance Halls skating rinks and similar uses	10 per 1000			



Golf Course	2.5 per 1000	Plus 1:2 tees 4 per green		
Health or fitness	5:1000			
Library, Museum	3.3:1000			
Stables horseback riding and boarding	1:3 per stalls or corrals			
Stadiums and arenas	1:4 seats Or per 8ft of bench			
Tennis Clubs	3 per court	Plus other uses on site		
Theaters	1:4 seats Or 1 per 90 sq ft			

Technical Uses	Minimum Required (Per Square feet or other basis)	Other/additional Requirements	Minimum Required Bicycle Parking (1)	Minimum Required Loading spaces Parking (1)
Distribution Centers	1:1000 Up to 125,000	1:2000 Over 125,000		
Manufacturing, industrial, warehousing (with showrooms)	2 per 1000	May include incidental uses		
Outside Storage Auto dismantling, salvage yards	1:7000 Up to 42000	Plus 1:42000 Additional space Minimum 3 spaces		



APPENDIX G: PERMITTED USES

ZONING DISTRICTS AND ALLOWED USES: * Special Use permit required # Reviewed as Home Occupation	C-6	C-1	C-2	X-C	M-1	M-2	H-1	H-2	PF-1	O-S	A-3	R-F	R-3	R-1(a)	R-M	R-H
Adult Business		Y*			Y*	Y										
Agriculture	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y	Y*	Y*	Y*	Y*	Y*
Airports & landing strips		Y*	Y*		Y	Y					Y*					
Ambulance services	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*
Animal husbandry (including exotic animals)			Y*		Y*					Y*	Y					
Animal sales and services		Y	Y		Y						Y*					
Arts and crafts	Y	Y	Y	Y					Y		Y					
Assisted living	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*
Bail bond brokers			Y													
Banks and savings and loans	Y	Y	Y	Y							Y*					
Micro-Breweries, malt beverage	Y	Y		Y*	Y	Y	Y	Y			Y*					
Building materials and services			Y*		Y	Y					Y*					
Caretakers quarters/Guesthouse	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y*	Y*	Y	Y



PERMITTED USES * Special Use permit required # Reviewed as Home Occupation	C-P	C-1	C-2	Mixed Use: X-U	M-1	M-2	H-1	H-2	PT-1	O-S	A-3	R-E	R-3	R-1(a)	R-M	R-H
Casinos & gaming establishments								Y								
Catering services	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y#	Y#	Y#	Y#	Y#	Y#
Cemetery/funeral homes	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*
Check cashing services			Y	Y*	Y	Y	Y									
Childcare	Y	Y*	Y*	Y	Y*	Y*	Y	Y	Y		Y*	Y*	Y*	Y*	Y*	Y*
Circuses and carnivals			Y*				Y*		Y	Y*	Y*					
Clubs and lodges		Y*	Y	Y*			Y	Y								
Cogeneration facility					Y	Y			Y*							
Commercial filming		Y*	Y	Y*	Y	Y	Y*	Y*	Y	Y*						
Commercial laundry		Y	Y	Y												
Commercial recreation and entertainment		Y	Y	Y*												
Communications facilities (cellular towers)	Y*	Y*	Y	Y*	Y	Y	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*
Community Center				Y					Y	Y*			Y*	Y*	Y	Y



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PERMITTED USES * Special Use permit required # Reviewed as Home Occupation	C-P	C-1	C-2	Mixed Use: X-U	M-1	M-2	H-1	H-2	PF-1	O-S	A-3	R-E	R-3	R-1(a)	R-M	R-H
Concrete products production					Y	Y							*Y			
Construction storage yard					Y	Y							*Y			
Convenience markets		Y	Y		Y	Y				Y						
Crop production	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y*	Y*	Y*	Y*	Y*
Cultural institutions					Y*	Y*			Y*							
Detention facilities																
Eating and drinking establishments (restaurants)		Y	Y	Y			Y	Y								
Emergency healthcare		Y	Y	Y			Y	Y	Y							Y
Food and beverage sales		Y	Y	Y			Y	Y								
Golf course	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y*	Y	Y	Y	Y	Y	Y
Government offices	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y				Y	Y
Greenhouse					Y	Y					Y					
Group living	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*
Heliports			Y*	Y*	Y*	Y*	Y*	Y*	Y							
Holiday sales (temporary)	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*			Y*					
Home occupation				Y#								Y#	Y*	Y*	Y#	Y#



	C-1	C-2	Mixed Use: X-U	M-1	M-2	H-1	H-2	PT-1	O-S	P-U	R-E	R-3	R-1(a)	R-M	R-H
PERMITTED USES * Special Use permit required Reviewed as Home Occupation															
Horticulture				Y*	Y*	Y*	Y*	Y*	Y*	Y					Y*
Hospitals	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*							
Hotel/motel	Y*	Y	Y*	Y		Y	Y								
Junkyard				Y*	Y*					Y*					
Laboratories	Y*	Y*		Y*	Y*					Y*					
Liquor store		Y		Y	Y	Y	Y								
Live entertainment events, temporary	Y*	Y		Y				Y	Y	Y					
Maintenance and repair services	Y*	Y*		Y*	Y*					Y*					
Maintenance and service facilities		Y		Y	Y			Y		Y*					
Mining and processing (short or long term)				Y*	Y*					Y*					
Mobile home estate subdivision											Y*	Y*	Y*	Y*	Y*
Museums	Y*	Y	Y*			Y	Y	Y							
Nonprofit rehabilitation centers	Y*	Y		Y											
Pawnshops		Y*		Y*											
Personal improvement services	Y*	Y								Y					



PERMITTED USES * Special Use permit required Reviewed as Home Occupation	Q	Q1	Q2	Mixed Use:	M-1	M-2	H-1	H-2	PF-1	OS	AS	RH	RU	R-1(a)	R-2	R-3
Personal services	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y*	Y*	Y*	Y*	Y*
Plant nurseries		Y*	Y*		Y*	Y*			Y		Y					
Property sales (real estate)	Y*	Y*	Y*	Y*							Y#	Y#	Y#	Y#	Y#	Y#
Public safety facilities	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Recycling facilities			Y*		Y*	Y			Y*		Y*					
Religious assembly (includes churches, etc.)	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*	Y*
Research and development service	Y	Y	Y	Y*	Y	Y					Y*					
Retail sales/rental		Y	Y	Y*	Y	Y	Y	Y			Y*					
RV Park		Y*	Y*										Y*		Y*	Y*
Rock crushing					Y*	Y*					Y*					
Schools	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*
Senior institutional housing	Y*	Y*	Y*	Y*			Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*
Service station		Y*	Y*		Y	Y	Y	Y			Y*					
Street fairs/trade fairs		Y*	Y	Y*	Y*		Y	Y								
Swap meets			Y		Y	Y										
Tattoo and body alteration parlor			Y	Y*	Y											



Permitted Uses	C-1	C-2	Mixed Use: X-U	M-1	M-2	H-1	H-2	PT-1	O-S	P-3	R-H	R-3	R-1(a)	R-M	R-H	
Taverns and bars	Y	Y*	Y			Y	Y									
Temporary buildings incidental to construction	Y*	Y	Y*	Y	Y	Y*	Y*	Y*	Y	Y	Y*	Y*	Y*	Y*	Y*	Y*
Temporary development lodging	Y	Y	Y	Y	Y	Y	Y	Y								
Temporary outdoor event	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*							
Temporary religious assembly	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Tool sheds (storage of domestic supplies-non-commercial)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y*
Transfer terminal	Y*	Y		Y*	Y	Y*	Y	Y*	Y*	Y*						
Transfer Station (Solid Waste) (P Lincoln Highlands Development Agreement)																
Travel services	Y	Y	Y								Y#	Y#	Y#	Y#	Y#	Y#
Travel trailer and RV park		Y*				Y*	Y*		Y*	Y*						
Utilities	Y	Y	Y	Y	Y	Y	Y	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*
Vehicle/equipment sales and services		Y		Y	Y					Y*						
Veterinary office (no exotic animals)	Y*	Y		Y						Y	Y*					Y*
Visitor accommodations/help centers	Y*	Y	Y*	Y		Y	Y	Y	Y	Y						



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Wedding chapel (see also religious facilities)	Y*	Y	Y*	Y	Y	Y	Y	Y*											
Wholesaling, distribution and storage		Y		Y			Y												Y

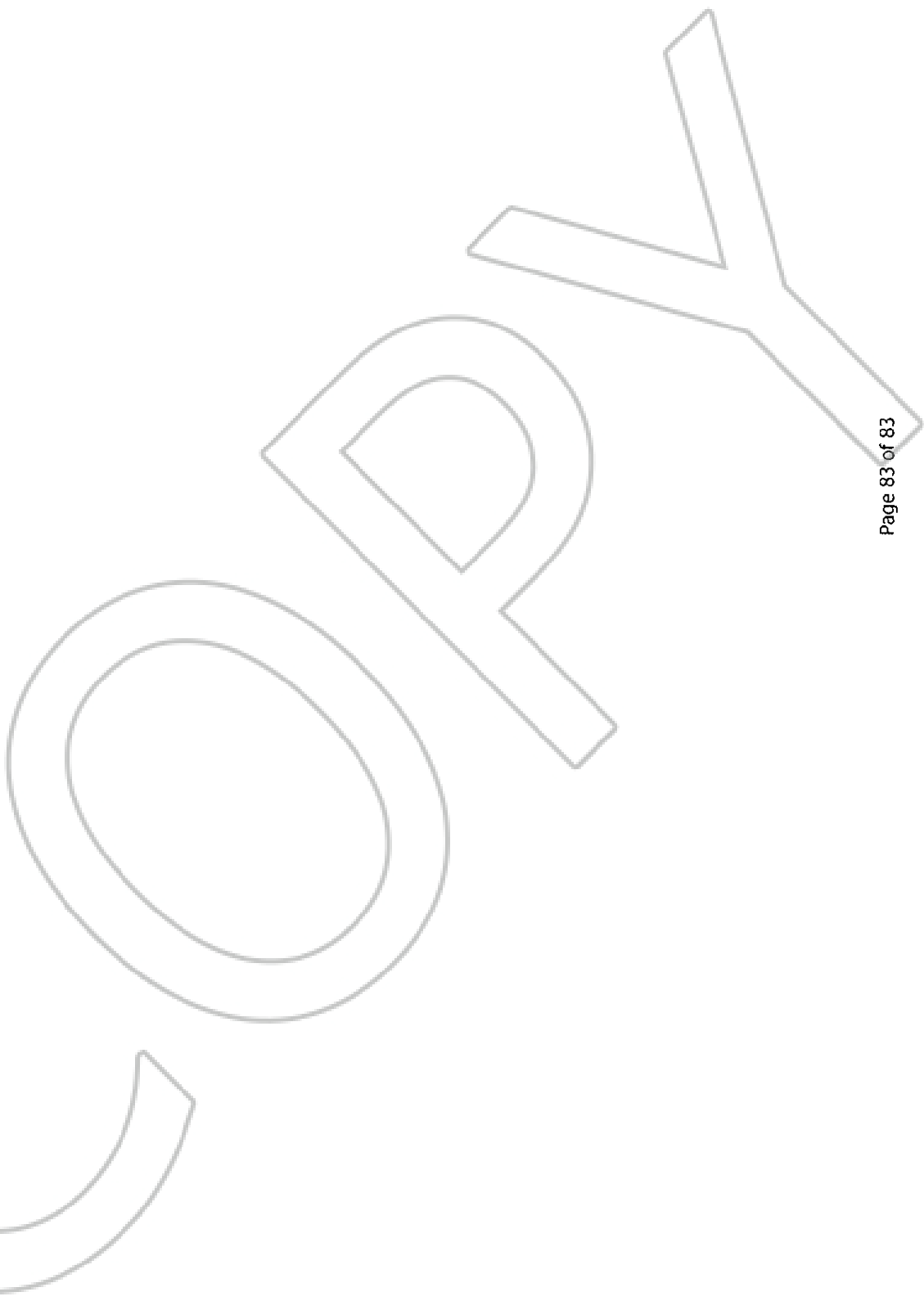




EXHIBIT "G"
**LINCOLN COUNTY FIRE ENGINE AND
EMERGENCY MEDICAL SERVICE VEHICLE SPECIFICATION**

DRAFT



LINCOLN COUNTY, NEVADA FIRE EQUIPMENT STANDARDS

FIRST LINE ENGINE

5 PASSENGER ENCLOSED CAB

1500 GPM PUMPING CAPABILITIES AT 2500 FT ELEVATION

1000 GAL ON BOARD TANK

MID SHIP CROSS BODY PUMP PANEL

ABILITY TO NEGOTIATE 12% GRADE FULLY LOADED

VARIABLE GPM TRUCK MOUNTED MONITOR

POWERED FOLD DOWN LADDER MOUNT INCLUDING 35 FT, 24 FT, AND 16 FT LADDERS

RED AND BLUE EMERGENCY VEHICLE STROBE LIGHTS

ON BOARD FOAM PROPORTIONALER WITH 40 GAL TYPE A AND 40 GAL TYPE B FOAM TANKS

FRONT SUCTION

RADIO WITH 5 HEADSETS AND INTERCOM, RADIO JACK AT PUMP PANNEL

1000 FT 5" LARGE DIAMETER HOSE BEDDED

1200 FT 3" HOSE BEDDED

800 FT 1 3/4" HOSE

2 - 1 1/2" CROSS BED PRE CONNECTS

2 1/2" PRECONNECT

FULL COMPLEMENT OF BRASS, NOZZLES, AND HAND TOOLS

4500 WATT GENERATOR



TRUCK MOUNTED 120v AREA LIGHTS CAPABLE OF REMOVAL FOR TRIPOD MOUNTING

20 FT HARD SUCTION

POSITIVE PRESSURE BLOWER WITH DUCTING

SMOKE EJECTOR

4 SURVIAIR SELF CONTAINED BREATHING APPARATUS WITH 8 SPARE BOTTLES

SEAT MOUNTS REQUIRED FOR SCBA

FIRE EXTINGUISHERS: 20 LB ABC, 2 ½ GAL PRESSURED WATER

RESCUE ENGINE

5 PASSENGER ENCLOSED CAB

1500 PUMPING CAPABILITIES AT 2500 FT ELEVATION

ON BOARD COMPRESSED AIR FOAM WITH HOSE REEL

1000 GAL ON BOARD TANK

MID-SHIP CROSS BODY PUMP PANEL

ABILITY TO NEGOTIATE 12% GRADE FULLY LOADED

POWERED FOLD DOWN LADDER MOUNT INCLUDING 24 FT AND 16 FT LADDERS

RED AND BLUE EMERGENCY VEHICLE STROBE LIGHTS

ON BOARD FOAM PROPORTIONALER WITH 40 GAL TYPO A AND 40 GAL TYPE B FOAM TANKS

FRONT SUCTION

RADIO WITH 5 HEADSETS AND INTERCOM, RADIO JACK AT PUMP PANNEL

600 FT 5 " LARGE DIAMETER HOSE BEDDED

1000 FT 3" HOSE BEDDED

600 FT 1 ¼ " HOSE



2- 1 ½ " PRE CONNECTS

2 1/2 " PRE CONNECT

FULL COMPLEMENT OF BRASS, NOZZLES, AND HAND TOOLS

20 FT HARD SUCTION

TRUCK MOUNTED AREA LIGHTS CAPABLE OF REMOVAL FOR TRIPOD MOUNTING

4 SURVIAIR SELF CONTAINED BREATHING APPARATUS WITH 8 SPARE BOTTLES

SEAT MOUNTS REQUIRED FOR SCBA

FIRE EXTINGUISHERS: 20 LB ABC, 2 ½ GAL PRESSURED WATER

PTO DRIVEN HYDRAULIC PUMP TO RUN RESCUE TOOLS WITH HOSE REEL AND
100 FT HIGH PRESSURE HOSE

HYDRAULIC RAMS, CUTTERS, SPREADERS AND JAWS

AIR LIFTING BAGS

4 STABILIZERS: 2 SHORT, 2 LONG

ROPES

HAZMAT SUPPLIES

LADDER TRUCK

100 PLATFORM WITH 2 VARIABLE GPM MONITOR MOUNTS WITH NOZZLES

GROUND LADDERS

500 GAL ON BOARD TANK

2000 GPM PUMPING CAPABILITIES AT 2500 FT ELEVATION

3 MAN ENCLOSED CAB

ABILITY TO NEGOTIATE 12% GRADE FULLY LOADED

7500 WATT 120 VOLT GENERATOR

TRUCK MOUNTED AREA LIGHTS



500 FT 5" LARGE DIAMETER HOSE BEDDED

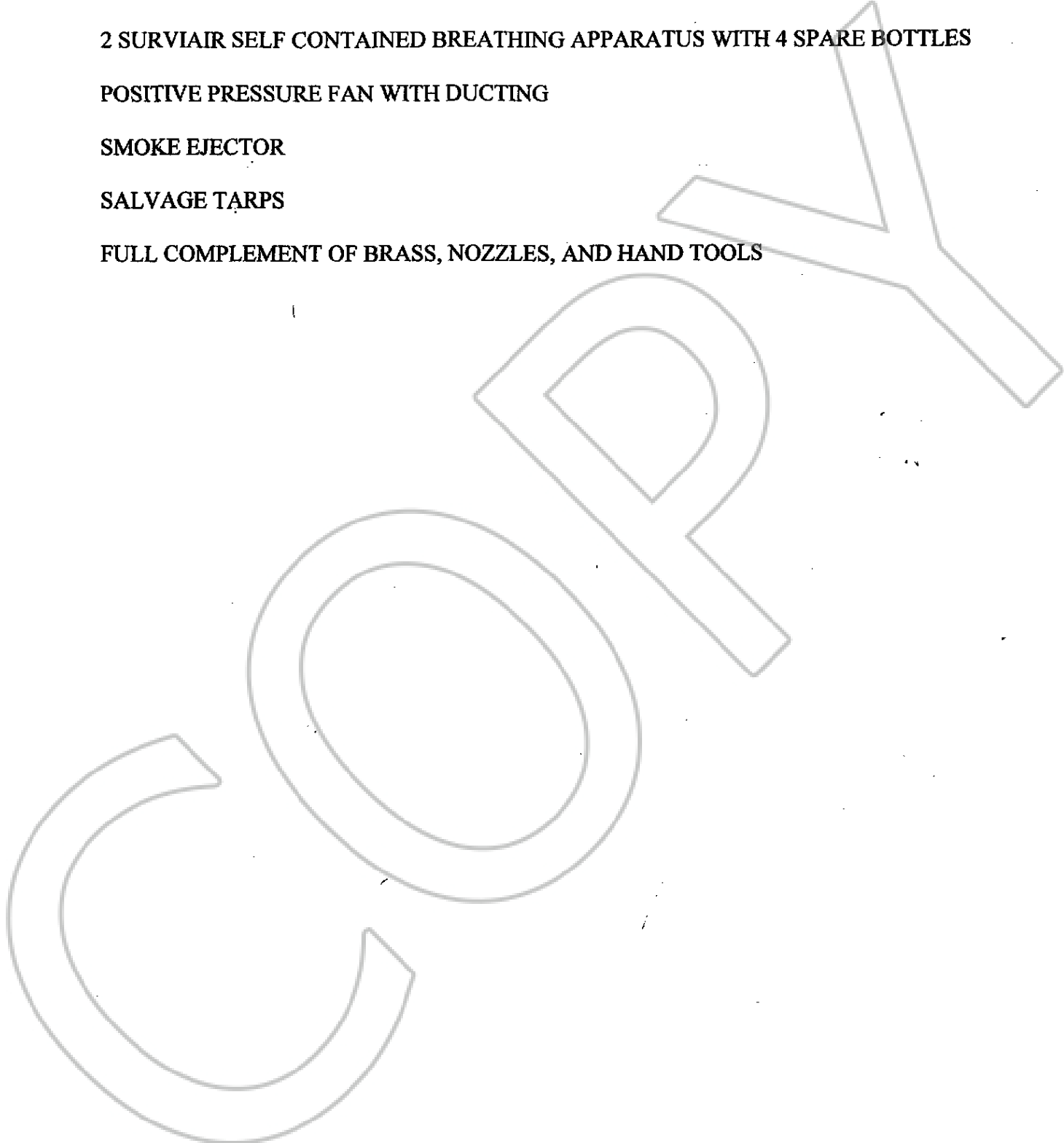
2 SURVIAIR SELF CONTAINED BREATHING APPARATUS WITH 4 SPARE BOTTLES

POSITIVE PRESSURE FAN WITH DUCTING

SMOKE EJECTOR

SALVAGE TARPS

FULL COMPLEMENT OF BRASS, NOZZLES, AND HAND TOOLS





LINCOLN COUNTY AMBULANCE SPECIFICATIONS

SOUTH COUNTY AREA

The Ambulance shall meet the Federal Specifications for the **Star-of-Life Ambulance KKK-A-1822F** Dated August 1, 2007

Type 1 AD Ambulance 2 or 4 wheel drive

Revise Section 3.4.2.1 to 0 Degrees F to 115 degrees F

Add to Section 3.4.2.2 Maximum 85 degrees F

Revise Section 3.4.6 from sea level to 2500 foot elevation above sea level

Section 3.4.9 Change Fording Depth from 8 inches to 9 inches

7/31/2008 CB